

EXECUT State Form

Instructions for

1. Please read the gu 2. Please type all info 3. Check all beyes the 4. For amendments 1 5. Attach additional p	idelines on the back of this form. rmation. at apply. 7 L W 3 renewals, attach on interconuract. ages if necessary. 2210	16. Address: Indiana Government Ce 402-W. Washington Stre Indianapolis, In 46204 AGENCY CONTACT	EET, W386
1. EDS #:	2. Date prepared:	17. Name:	18. Telephone #:
	12/08/2005	Cook, Mel	(317) 234-4200
49-04-8A-1412		19. E-mail address:	
	ACT & LEASES	Melvin.Cook@dcs.IN.gov	
	Contract for Procured Services	COURIER INFO	PMATION
Grant Lease	Maintenance	20. Name:	21. Telephone #:
Lease Attornev	License Agreement Agreement # AMS/OFE M	Sue Laaser	(317) 233-4703
MOU	Renewal #	74.4.4.4.	(317) 233-4703
	Other	22. E-mail address:	
***		Sue.Laaser@fssa.in.gov	
FISCAL IN	FORMATION	VENDOR INFO	DRMATION
4. Account Number:	5. Account Name:	23. Taxpayer Identification Number:	
SEE	SEE	35-1990942	
ATTACHMENT DOCUMENT DETAIL	ATTACHMENT DOCUMENT DETAIL	24. Name:	25. Telephone #:
6. Total amount this action:	7. New contract total:	THE CONSULTANTS CONSORTIUM INC.	(317) 972-1530
\$394,824.00	\$1,970,520.00	26. Address: 212 W. 10TH ST.	
8 Pevenue generated this action:	9. Revenue generated total contract:	A-470 INDIANAPOLIS, IN 4620	27
o. Revenue generated this action.		INDIANAPOLIS, IN 4020	02
		27. E-mail address:	
10. New total amount for each fis	cal year:	t_c_c@iquest.net	
3004 + 700 040 00	2006 + 204 924 00	28. Is the vendor registered with the	
Year 2004 \$ 786,048.00	Year 2006 \$ 394,824.00	Corporations, must be registered)	
Year 2005 \$ 789,648.00	Voor ¢	29. Primary Vendor: M/WBE	30. If yes, list the %:
Teal \$ <u>700,010.00</u>	. real \$	Minority: <u>✓</u> Yes No	Minority:100 %
TIME PERIOD COV	ERED IN THIS EDS	Women: Yes <u>✓</u> No	Women:0 %
11. From (month, day, year):	12. To (month, day, year):	31. Sub Vendor: M/WBE	32. If yes, list the %:
01/01/2006	06/30/2006	Minority: Yes ✓ No	Minority:0 %
13. Method of source selection:		Women:Yes ✓ No	Women: 0 %
Negotiated RFP #	•	33. Is there Renewal Language in	
Bid/Quotation Emergency Special Procurement		the document?	Convenience" clause in the
Other (specify)			document? \checkmark YesNo
			document.
35. Will the attached document involve data processing or telecommunications systems(s)? Yes: ITOC or Delegate has signed off			- 1 . 1
	ivolve data processing or telecommuni	ications systems(s)? Yes: ITOC o	r Delegate has signed off
on contract	·	ications systems(s)? Yes: ITOC or	r Delegate has signed off
on contract 36. Statutory Authority (Cite applic		ications systems(s)? Yes: ITOC ofs.c. § 9858 et seq.	r Delegate has signed off
			r Delegate has signed off
36. Statutory Authority (Cite application			r Delegate has signed off
36. Statutory Authority (Cite application I.C. § 12-13-7-1(5), I.C. 12-13-5-2(24)	able Indiana or Federal Codes): 42 U	.S.C. § 9858 et seq.	
36. Statutory Authority (Cite application I.C. § 12-13-7-1(5), I.C. 12-13-5-2(24) 37. Description of work and justif To provide funding to grantee so that g	able Indiana or Federal Codes): 42 U ication for spending money. (Please grantee may provide developmentally appropri	.S.C. § 9858 et seq. live a brief description of the scope of late, Quality Child Care and related services for	work included in this agreement.) or eligible families in the State of
36. Statutory Authority (Cite application I.C. § 12-13-7-1(5), I.C. 12-13-5-2(24) 37. Description of work and justife To provide funding to grantee so that good Indiana. Child care services are provided.	able Indiana or Federal Codes): 42 U ication for spending money. (Please grantee may provide developmentally appropried to achieve or maintain economic self-support	.S.C. § 9858 et seq. live a brief description of the scope of late, Quality Child Care and related services for to prevent, reduce or eliminate dependent	work included in this agreement.) or eligible families in the State of ce and to prevent or remedy neglect,
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14. Name of agency: FSSA/DFC/BCD

15. Requisition Number:

	SIGNAT	URES	
40. Agency fiscal officer of representative approval Mike Fowler	41. Date Approved	42. Budget agency approval Charles E. Schalliol	43. Date Approved
44. Attorney General's Office approval	45. Date Approved	46. Agency representative receiving from AG	47. Date Approved
Stephen Carter	12-30-05		

THIRD AMENDMENT

NUMBER: <u>49-04-8A-1412</u>

This agreement is entered into by and between the INDIANA FAMILY AND SOCIAL SERVICES ADMINISTRATION, DIVISION OF FAMILY RESOURCES, (hereinafter referred to as "State") and THE CONSULTANTS CONSORTIUM, INC. (hereinafter referred to as "Contractor") for the purpose of amending the agreement specified above previously entered into by the parties.

The purpose of this amendment is to extend the term of the agreement to allow Contractor to continue to provide services, to add funding for the additional term and to add/update certain terms of the agreement.

1. The term of the agreement is amended to extend the expiration date from <u>December 31, 2005</u> to <u>June 30, 2006</u>. Paragraph 3. under "TERM" of the original agreement now reads as follows:

"This agreement shall commence on <u>January 1, 2004</u> and shall remain in effect through <u>June 30, 2006.</u>"

- 2. The total funding available to Contractor through the above specified agreement is amended to reflect an increase in present funding available to Contractor of \$1,575,696.00 by \$394,824.00 to \$1,970,520.00. The total funding available to Contractor through the above specified agreement, as amended, shall not exceed the sum of \$1,970,520.00. Funding for this agreement, as amended, is reflected on "ATTACHMENT AM3".
- 3. Paragraph 31. "Payments" of the original agreement is changed to the following:

All payments shall be made in arrears in conformance with State fiscal policies and procedures and, as required by IC 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC 4-13-2-20.

4. The following paragraph is added to the agreement:

48. Compliance With Telephone Solicitations Act

As required by IC 5-22-3-7:

(1) the Grantee and any principals of the Grantee certify that(A) the Grantee, except for de minimis and nonsystematic

violations, has not violated the terms of (i) IC 24-4.7 [Telephone Solicitation Of Consumers], (ii) IC 24-5-12 [Telephone Solicitations], or (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) the

Contractor will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

- (2) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor: (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.
- 5. Paragraph 28. "Notice to Parties" is changed as follows:

A. Notice to State shall be sent to:

James F. Robertson, Director Division of Family Resources 402 West Washington Street, Room W392 Indianapolis, IN 46204

C. Is deleted from the agreement.

All other matters previously agreed to and set forth in the original agreement and all prior amendments not affected by this amendment shall remain in full force and effect.

NON-COLLUSION AND ACCEPTANCE

The undersigned attests, subject to the penalties for perjury, that he/she is the Grantee, or that he/she is the properly authorized representative, agent, member or officer of the Grantee, that he/she has not, nor has any other member, employee, representative, agent or officer of the Grantee, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face of this Agreement.

This document prepared by: Erin M. McQueen, Staff Attorney

The rest of this page is left blank intentionally

SIGNATURE PAGE

In Witness Whereof, Contractor and the State of Indiana have, through duly authorized representatives, entered into this Contract. The parties having read and understand the foregoing terms of this Contract do by their respective signatures dated below hereby agree to the terms thereof.

Contractor:	
By: All	-
Printed Name & Title:	
Date: 12/16/05	
State of Indiana Agency James F. Robertson, Director Division of Family Resources Date: 12/16/05	Tripp Babbitt Chief Information Officer Division of Technology Services Date: / 2/22/05
Indiana Office of Technology	Department of Administration
Karl Browning	Earl A. Goode Commissioner Date: 12/36/05
	Approved as to Form and Legality:
State Budget Agency	Office of the Attorney General
Charles Schalliol, Director Date: 12-3905	<u>Clinabers</u> A. Brown for Stephen Carter, Attorney General Date: 12-30-05





ATTACHMENT DOCUMENT SUMMARY 12/08/2005

ATTACHMENT:

AM3

AGREEMENT #:
AGREEMENT TERM:

49-04-8A-1412

01/01/2004-06/30/2006

VENDOR INFORMATION:

LEGAL NAME:

THE CONSULTANTS CONSORTIUM INC.

MAILING ADDRESS:

212 W. 10TH ST.

A-470

INDIANAPOLIS, IN 46202

CONTACT NAME:

Andrew R. Johnson

EMAIL ADDRESS:

t_c_c@iquest.net

TELEPHONE NUMBER:

(317) 972-1530

FAX NUMBER:

(317) 972-0351

DIRECTOR'S NAME:

Andrew R. Johnson (317) 972-1530

TELEPHONE NUMBER: FAX NUMBER:

(317) 972-1330

FSSA CONTRACT CONTACT:

Cook, Mel (317) 234-4200

EMAIL ADDRESS:

Melvin.Cook@dcs.IN.gov

FID/SSN:

35-1990942

CHANGE NUMBER:

CH3

STATUTORY INFORMATION:

42 U.S.C. § 9858 et seq. I.C. § 12-13-7-1(5) I.C. 12-13-5-2(24)

FINANCIAL SUMMARY: CLAIM PROG ID	SERVICE CODE	PROGRAM	EFFECTIVE DATES	AWARD AMOUNT
49-04-8A-1412-01	0018	CCDF AUTOMATION	01/01/2004-12/31/2004	\$786,048.00
49-04-8A-1412-02	0018	CCDF AUTOMATION	01/01/2005-12/31/2005	\$789,648.00
49-04-8A-1412-03	0018	CCDF AUTOMATION	01/01/2006-06/30/2006	\$394,824.00
TOTAL DOLLAR AMOUNT	Γ:			\$1,970,520.00





ATTACHMENT DOCUMENT DETAIL 12/08/2005

ATTACHMENT:

AM3

AGREEMENT #:

49-04-8A-1412

AGREEMENT TERM:

01/01/2004-06/30/2006

CLAIM PROGRAM ID:

49-04-8A-1412-01

PROGRAM TOTAL:

786,048.00

CCDF AUTOMATION FFY

MARION

FUND DESCRIPTION:

04

ACCOUNT NUMBER:

CFDA NUMBER:

COUNTY:

N/A

EFFECTIVE DATES:

3500-186500 01/01/2004-12/31/2004 **FEDERAL YEAR: STATE YEAR:**

2004 2004

ADVANCE DUE DAYS: ADVANCE PERCENT:

0

ADMINISTRATIVE CAP:

0.00 03/01/2005

NMT PERCENT: MATCH PERCENT: 0.0000% 0.0000%

0.0000%

NMT DOLLARS: MATCH AMOUNT:

CLOSE OUT DATE:

0.00 0.00

FEDERAL PERCENT: PRIVATE PERCENT: 0.0000% 0.0000%

STATE PERCENT: OTHER PERCENT: 0.0000% 0.0000%

SERVICE INFORMATION:

SERVICE EFF DATES:

0018 AIS Budget

1/1/2004-12/31/2004

COMPONENT DESCRIPTION	COMPONENT DATES	UNITS	RATE	AWARD AMT
.Budgt Budget/Allocations	1/01/04-12/31/04	MONTHLY	4,808.0000	57,696.00
.CRORe CRO Reconciliation	1/01/04-12/31/04	MONTHLY	4,808.0000	57,696.00
.DatCh Data Change Requests	1/01/04-12/31/04	MONTHLY	4,808.0000	57,696.00
.Doc Documentation	1/01/04-12/31/04	MONTHLY	4,808.0000	57,696.00
.EligQ Elig, Policy & Procedur	1/01/04-12/31/04	MONTHLY	4,808.0000	57,696.00
.IntSp Interface Support	1/01/04-12/31/04	MONTHLY	4,808.0000	57,696.00
.Phone Phone, Support Lines	1/01/04-12/31/04	ACTUAL COST	1.0000	20,000.00
.Pmtg Centralized Printing	1/01/04-12/31/04	MONTHLY	4,808.0000	57,696.00
.ProMa Provider Maintenance	1/01/04-12/31/04	MONTHLY	4,808.0000	57,696.00
.RptMg Reports Management	1/01/04-12/31/04	MONTHLY	4,808.0000	57,696.00
.SoftO Software Oversight	1/01/04-12/31/04	MONTHLY	4,808.0000	57,696.00
.Softw Software Maintenance	1/01/04-12/31/04	MONTHLY	4,808.0000	57,696.00
.T1Li T-1 Line	1/01/04-12/31/04	ACTUAL COST	1.0000	16,000.00
.Tmg Training	1/01/04-12/31/04	MONTHLY	4,808.0000	57,696.00
.Websi Web-Site Hosting	1/01/04-12/31/04	MONTHLY	4,808.0000	57,696.00
SERVICE TOTAL:				786,048.00

SPECIAL CONDITIONS / CPID NOTES:

MONTHLY UNITS

- 1. Purchases of services will be reported on and approved by the Bureau for each monthly billing.
- 2. If any of the purchases of services is not approved, the monthly and yearly amounts will be reduced by the unit rate for each service.

ACTUAL COSTS UNITS

1. The T-1 Line and Telephone, Support lines local/long distance are to be reimbursed at actual cost.





ATTACHMENT DOCUMENT DETAIL 12/08/2005

ATTACHMENT:

AM3

AGREEMENT #:
AGREEMENT TERM:

49-04-8A-1412

01/01/2004-06/30/2006

CLAIM PROGRAM ID:

49-04-8A-1412-02

PROGRAM TOTAL:

789,648.00

CCDF AUTOMATION FFY

MARION

FUND DESCRIPTION:

24

04

CFDA NUMBER:

N/A

ACCOUNT NUMBER: EFFECTIVE DATES:

3500-186500

FEDERAL YEAR:

COUNTY:

2005 2005

ADVANCE DUE DAYS:

01/01/2005-12/31/2005

STATE YEAR: ADMINISTRATIVE CAP:

0.00

ADVANCE PERCENT:

0 0.0000%

CLOSE OUT DATE:

03/01/2006

NMT PERCENT: MATCH PERCENT: 0.0000% 0.0000% NMT DOLLARS: MATCH AMOUNT:

0.00

FEDERAL PERCENT: PRIVATE PERCENT:

0.0000%

STATE PERCENT: OTHER PERCENT:

0.0000% 0.0000%

SERVICE INFORMATION: SERVICE FEE DATES:

1

0018 AIS Budget 1/1/2005-12/31/2005

SERVICE EFF DATES:	1/1/2005-12/51/20	003		
COMPONENT DESCRIPTION	COMPONENT DATES	UNITS	RATE A	WARD AMT
.Budgt Budget/Allocations	1/01/05-12/31/05	MONTHLY	4,808.0000	57,696.00
.CRORe CRO Reconciliation	1/01/05-12/31/05	MONTHLY	4,808.0000	57,696.00
.DatCh Data Change Requests	1/01/05-12/31/05	MONTHLY	4,808.0000	57,696.00
.Doc Documentation	1/01/05-12/31/05	MONTHLY	4,808.0000	57,696.00
.EligQ Elig, Policy & Procedur	1/01/05-12/31/05	MONTHLY	4,808.0000	57,696.00
.IntSp Interface Support	1/01/05-12/31/05	MONTHLY	4,808.0000	57,696.00
.Phone Phone, Support Lines	1/01/05-12/31/05	ACTUAL COST	1.0000	24,000.00
.Pmtg Centralized Printing	1/01/05-12/31/05	MONTHLY	4,808.0000	57,696.00
.ProMa Provider Maintenance	1/01/05-12/31/05	MONTHLY	4,808.0000	57,696.00
.RptMg Reports Management	1/01/05-12/31/05	MONTHLY	4,808.0000	57,696.00
.SoftO Software Oversight	1/01/05-12/31/05	MONTHLY	4,808.0000	57,696.00
.Softw Software Maintenance	1/01/05-12/31/05	MONTHLY	4,808.0000	57,696.00
.T1Li T-1 Line	1/01/05-12/31/05	ACTUAL COST	1.0000	15,600.00
.Tmg Training	1/01/05-12/31/05	MONTHLY	4,808.0000	57,696.00
.Websi Web-Site Hosting	1/01/05-12/31/05	MONTHLY	4,808.0000	57,696.00
SERVICE TOTAL:				789,648.00

SPECIAL CONDITIONS / CPID NOTES:

MONTHLY UNITS

- 1. Purchases of services will be reported on and approved by the Bureau for each monthly billing.
- 2. If any of the purchases of services is not approved, the monthly and yearly amounts will be reduced by the unit rate for each service.

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ATTACHMENT DOCUMENT DETAIL 12/08/2005

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AM3

AGREEMENT #:

49-04-8A-1412

AGREEMENT TERM:

01/01/2004-06/30/2006

CLAIM PROGRAM ID:

49-04-8A-1412-03

PROGRAM TOTAL:

394,824.00

CCDF AUTOMATION FFY

MARION

FUND DESCRIPTION:

06

CFDA NUMBER:

ACCOUNT NUMBER: EFFECTIVE DATES:

3500-186500

FEDERAL YEAR:

COUNTY:

N/A 2006 2006

ADVANCE DUE DAYS:

01/01/2006-06/30/2006 0

STATE YEAR: ADMINISTRATIVE CAP:

0.00

ADVANCE PERCENT:

0.0000%

CLOSE OUT DATE:

08/29/2006

NMT PERCENT: MATCH PERCENT: 0.0000% 0.0000% **NMT DOLLARS: MATCH AMOUNT:** 0.00 0.00

FEDERAL PERCENT:

100.0000%

STATE PERCENT:

0.0000%

PRIVATE PERCENT:

0.0000%

OTHER PERCENT:

0.0000%

SERVICE INFORMATION: SERVICE FEE DATES:

0018 AIS Budget 1/1/2006-6/30/2006

SERVICE EFF DATES:	1/1/2000-0/30/200	10		
COMPONENT DESCRIPTION	COMPONENT DATES	UNITS	RATE A	WARD AMT
.Budgt Budget/Allocations	1/01/06-6/30/06	MONTHLY	4,808.0000	28,848.00
.CRORe CRO Reconciliation	1/01/06-6/30/06	MONTHLY	4,808.0000	28,848.00
.DatCh Data Change Requests	1/01/06-6/30/06	MONTHLY	4,808.0000	28,848.00
.Doc Documentation	1/01/06-6/30/06	MONTHLY	4,808.0000	28,848.00
.EligQ Elig, Policy & Procedur	1/01/06-6/30/06	MONTHLY	4,808.0000	28,848.00
.IntSp Interface Support	1/01/06-6/30/06	MONTHLY	4,808.0000	28,848.00
.Phone Phone, Support Lines	1/01/06-6/30/06	ACTUAL COST	1.0000	12,000.00
.Pmtg Centralized Printing	1/01/06-6/30/06	MONTHLY	4,808.0000	28,848.00
.ProMa Provider Maintenance	1/01/06-6/30/06	MONTHLY	4,808.0000	28,848.00
.RptMg Reports Management	1/01/06-6/30/06	MONTHLY	4,808.0000	28,848.00
.SoftO Software Oversight	1/01/06-6/30/06	MONTHLY	4,808.0000	28,848.00
.Softw Software Maintenance	1/01/06-6/30/06	MONTHLY	4,808.0000	28,848.00
.T1Li T-1 Line	1/01/06-6/30/06	ACTUAL COST	1.0000	7,800.00
.Tmg Training	1/01/06-6/30/06	MONTHLY	4,808.0000	28,848.00
.Websi Web-Site Hosting	1/01/06-6/30/06	MONTHLY	4,808.0000	28,848.00
SERVICE TOTAL:				394,824.00

SPECIAL CONDITIONS / CPID NOTES:

MONTHLY UNITS

1. Purchases of services will be reported on and approved by the Bureau for each monthly billing.

2. If any of the purchases of services is not approved, the monthly and yearly amounts will be reduced by the unit rate for each service.

ACTUAL COSTS UNITS

1. The T-1 Line and Telephone, Support lines local/long distance are to be reimbursed at actual cost.



Stephen Carter

EXECUTIVE DOCUMENT SUMMARY

State Form 41221 (R6 / 8-03)

Instructions for completing the EDS and the Contract process.

- 1. Please read the guidelines on the back of this form.
- Please type all information.
 Check all boxes that apply.
- 4. For amendments / renewals, attach original contract

ct.	4/18
	110

AGENCY INFORMATION			
14. Name of agency: FSSA/DFC/BCD	MARI-P9 2005 Number		
16. Address: Indiana Government Cer 402 W. Washington St., Indianapolis, IN 46204	W386		

46. Agency representative receiving from AG 47. Date Approved

16. Address:	Indiana Government Cer	ter South	
	402 W. Washington St.,	W386	ITO
	Indianapolis, IN 46204		11()

5. Attach additional p	pages if necessary.	AGENCY CONTAC	CT INFORMATION
1. EDS #:	2. Date prepared:	17. Name:	18. Telephone #:
49-04-8A-1412	02/18/2005	Janet C. Yates	(317) 232-4452
		19. E-mail address:	
	RACT & LEASES	Janet.Yates@fssa.in.gov	
✓ Professional/Personal Services	Contract for Procured Services		CONTROL
Grant	Maintenance	COURIER INF	ORMATION
Lease	License Agreement	20. Name:	21. Telephone #:
Attorney	✓ Amendment # AM2/CH2	Sue Hali	(317) 233-4703
MOU	Renewal #	22. E-mail address:	
	Other	Sue.Hall@fssa.in.gov	
FISCAL IN	FORMATION		FORMATION
4. Account Number:			
	5. Account Name:	23. Taxpayer Identification Numbe	r:
3500/186500.537000	CCDF AUTOMATION FFY 04	35-1990942	
C Tables and Miles II		24. Name:	1 25. Telephone #:
6. Total amount this action:	7. New contract total:	THE CONSULTANTS CONSORTIUM INC.	(317) 972-1530
\$0.00	\$1,575,696.00	26. Address: 212 W. 10TH ST.	- (P
8. Revenue generated this action:	9. Revenue generated total contract:	A-470	
or revenue generated this detion.	3. Nevenue generatea total contract.	INDIANAPOLIS, IN 462	202
		27. E-mail address:	
10. New total amount for each fis	cal year:	t_c_c@iquest.net	
	·	28. Is the vendor registered with the	he Secretary of State? (Out of State
Year \$	Year \$	Corporations, must be registered)	✓ Yes No CD
		29. Primary Vendor: M/WBE	30. If yes, list the %:
Year \$	Year \$	-	1
TIME BEDIOD CO.	IEDED THE THE	Minority: <u>✓</u> Yes No	Minority: 100 %
	/ERED IN THIS EDS	Women: Yes <u>✓</u> No	Women: <u>0</u> %
11. From (month, day, year):	12. To (month, day, year):	31. Sub Vendor: M/WBE	32. If yes, list the %:
12/31/2004	12/31/2005	Minority: Yes <u>✓</u> No	Minority: 0 %
13. Method of source selection:		Women:Yes ✓ No	Women: 0 %
			70
Negotiated RFP # Bid/Quotation Emergency	✓ Special Procurement	33. Is there Renewal Language in the document?	
Other (specify)			Convenience" clause in the document? Yes No
35. Will the attached document involve data processing or telecommunications systems(s)? Yes: ITOC or Delegate has signed off			
on contract			
36. Statutory Authority (Cite applicable Indiana or Federal Codes): 42 U.S.C. § 9858 et seq.			
I.C. § 12-13-7-1(5), I.C. 12-13-5-2(24)	,	3 2000 00 004.	·
37. Description of work and justif	ication for spending money. (Please g ween components, to continue support of the	give a brief description of the scope of	of work included in this agreement.)
No increase of funds.	ween components, to continue support of the	e AIS web site.	<i>,</i> (
No increase of funds.			
·			OFOEN IEE
			RECEIVED
38. Justification of vendor selection	on and determination of price reasonal	bleness:	1D n : 00
All functions necessary to support and m	naintain the AIS system as noted in the contra	act. MA	AR 1 4 2005
		OAG	G CONTRACTS
		5,,5	· • • · · · · · · · · · · · · · · · · ·
39 If this contract is submitted to	te, please explain why: (Required if m	ore than 30 days late \	
55. It this contract is submitted in	ne, piedse expiditi wity. (Required ii fi	iore triair 50 days late.)	
•			
	•	•	
	SIGNAT	JRES	
40. Agency fiscal officer or represe	entative approval 41. Date Approved	42. Budget agency approval	43. Date Approved
^^	- 12 12	Charles E. Schalliol	.s. Date Approved
Mary Edmonds		/	Docaivad 7/14
44. Attorney General's Office appro	oval 45. Date Approved	46. Agency representative receiving	Tront AG 47. Date Approved

SECOND AMENDMENT

NUMBER: <u>49-04-8A-1412</u>

This agreement is entered into by and between the INDIANA FAMILY AND SOCIAL SERVICES ADMINISTRATION, DIVISION OF FAMILY AND CHILDREN, now the DIVISION OF FAMILY RESOURCES, as established by Executive Order 05-15 (hereinafter referred to as "State") and THE CONSULTANTS CONSORTIUM, INC. (hereinafter referred to as "Contractor") for the purpose of amending the agreement specified above previously entered into by the parties.

The purpose of this amendment is to transfer funds between components on the ATTACHMENT.

- 1. The component "Phones, support lines" funding is reduced by \$4,000.00 for the component dates of 1/1/2004 through 12/31/2004. The \$4,000.00 reduction is then added to the component ""T-1 Line" for the component dates of 1/1/2004 through 12/31/2004. Funding for this agreement, as amended, is reflected on "ATTACHMENT AM2".
- 2. No additional funding is added to this agreement by this amendment.

All other matters previously agreed to and set forth in the original agreement and all prior amendments not affected by this amendment shall remain in full force and effect.

NON-COLLUSION AND ACCEPTANCE

The undersigned attests, subject to the penalties for perjury, that he/she is the Contractor, or that he/she is the properly authorized representative, agent, member or officer of the Contractor, that he/she has not, nor has any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract.

k********

This document prepared by: Erin M. McQueen, Staff Attorney

SIGNATURE PAGE

IN WITNESS WHEREOF, Contractor and the State of Indiana have, through duly authorized representatives, entered into this agreement. The parties having read and understand the foregoing terms of the contract do by their respective signatures dated below hereby agree to the terms thereof.

Contractor: The Consultants Consortium, Inc.	(Where Applicable)
Ву:	Attested By:
Printed Name: Andi wo L To hasca	
Title: $\bigvee f$	
Date: 2/28/05	
Indiana Family and Social Services Division of Family Resources	Department of Administration
21 Vision of Panny Resources	
By:	By: Asughas Seidman for Earl A. Goode, Commissioner
3/7/05 Date	3/10/05 Date
State Budget Agency	Off.
1 -	Office of the Attorney General
By: Ducket & Charles E. Schalliol, Director	By: Stephen Carter Attorney General
3-11-05	3/10-1-
Data	Date O//S





ATTACHMENT DOCUMENT SUMMARY 2/18/2005

ATTACHMENT: **AGREEMENT #:**

AM2

49-04-8A-1412

AGREEMENT TERM: 01/01/2004-12/31/2005

VENDOR INFORMATION:

LEGAL NAME:

THE CONSULTANTS CONSORTIUM INC.

MAILING ADDRESS:

212 W. 10TH ST.

A-470

INDIANAPOLIS, IN 46202

CONTACT NAME: EMAIL ADDRESS:

ANDREW R. JOHNSON

t_c_c@iquest.net

TELEPHONE NUMBER:

(317) 972-1530

FAX NUMBER:

(317) 972-0351

DIRECTOR'S NAME:

ANDREW R. JOHNSON

TELEPHONE NUMBER:

(317) 972-1530

FAX NUMBER:

(317) 972-0351

FSSA CONTRACT CONTACT:

Janet C. Yates (317) 232-4452

EMAIL ADDRESS:

Janet.Yates@fssa.in.gov

FID/SSN:

35-1990942

CHANGE NUMBER:

CH2

STATUTORY INFORMATION:

42 U.S.C. § 9858 et seq.

I.C. § 12-13-7-1(5)

I.C. 12-13-5-2(24)

FINANCIAL SUMMARY: CLAIM PROG ID	SERVICE CODE	PROGRAM	EFFECTIVE DATES	AWARD AMOUNT
49-04-8A-1412-01	0018	CCDF AUTOMATION	01/01/2004-12/31/2004	\$786,048.00
49-04-8A-1412-02	0018	CCDF AUTOMATION	01/01/2005-12/31/2005	\$789,648.00

TOTAL DOLLAR AMOUNT:

\$1,575,696.00





ATTACHMENT DOCUMENT DETAIL 2/18/2005

ATTACHMENT: **AGREEMENT #:** AM2

AGREEMENT TERM:

49-04-8A-1412

01/01/2004-12/31/2005

CLAIM PROGRAM ID:

49-04-8A-1412-01

PROGRAM TOTAL:

786,048.00

FUND DESCRIPTION:

CCDF AUTOMATION FFY

ACCOUNT NUMBER: EFFECTIVE DATES:

3500-186500

01/01/2004-12/31/2004

ADVANCE DUE DAYS: 0

ADVANCE PERCENT:

0.0000%

STATE YEAR:

CFDA NUMBER:

FEDERAL YEAR:

COUNTY:

ADMINISTRATIVE CAP: CLOSE OUT DATE:

0.00 03/01/2005

MARION

N/A

2004

2004

NMT PERCENT: MATCH PERCENT:

0.0000% 0.0000% **NMT DOLLARS: MATCH AMOUNT:**

0.00 0.00

FEDERAL PERCENT: PRIVATE PERCENT:

0.0000% 0.0000%

STATE PERCENT: OTHER PERCENT: 0.0000% 0.0000%

786,048.00

SERVICE INFORMATION: SERVICE EFF DATES:

0018 AIS Budget 1/1/2004-12/31/2004

January Eli Dairesi	1/1/2004-12/31/20	104		
COMPONENT DESCRIPTION	COMPONENT DATES	UNITS	RATE	AWARD AMT
.Budgt Budget/Allocations	1/01/04-12/31/04	MONTHLY	4,808.0000	57,696.00
.CRORe CRO Reconciliation	1/01/04-12/31/04	MONTHLY	4,808.0000	57,696.00
.DatCh Data Change Requests	1/01/04-12/31/04	MONTHLY	4,808.0000	57,696.00
.Doc Documentation	1/01/04-12/31/04	MONTHLY	4,808.0000	57,696.00
.EligQ Elig, Policy & Procedur	1/01/04-12/31/04	MONTHLY	4,808.0000	•
.IntSp Interface Support	1/01/04-12/31/04	MONTHLY	4,808.0000	57,696.00 57,696.00
Phone Phone, Support Lines	1/01/04-12/31/04	ACTUAL COST	1.0000	57,696.00
.Pmtg Centralized Printing	1/01/04-12/31/04	MONTHLY		20,000.00
.ProMa Provider Maintenance	1/01/04-12/31/04	MONTHLY	4,808.0000	57,696.00
.RptMg Reports Management	1/01/04-12/31/04	MONTHLY	4,808.0000	57,696.00
.SoftO Software Oversight	1/01/04-12/31/04		4,808.0000	57,696.00
.Softw Software Maintenance	1/01/04-12/31/04	MONTHLY	4,808.0000	57,696.00
.T1Li T-1 Line		MONTHLY	4,808.0000	57,696.00
.Tmg Training	1/01/04-12/31/04	ACTUAL COST	1.0000	16,000.00
.Websi Web-Site Hosting	1/01/04-12/31/04	MONTHLY	4,808.0000	57,696.00
SERVICE TOTAL:	1/01/04-12/31/04	MONTHLY	4,808.0000	57,696.00
SERVICE IVIAL:		•		786 049 00

SPECIAL CONDITIONS / CPID NOTES:

MONTHLY UNITS

1. Purchases of services will be reported on and approved by the Bureau for each monthly billing.

2. If any of the purchases of services is not approved, the monthly and yearly amounts will be reduced by the unit rate for each service.

ACTUAL COSTS UNITS

1. The T-1 Line and Telephone, Support lines local/long distance are to be reimbursed at actual cost.





ATTACHMENT DOCUMENT DETAIL 2/18/2005

ATTACHMENT: **AGREEMENT #:**

AM2 49-04-8A-1412

MARION

AGREEMENT TERM:

01/01/2004-12/31/2005

CLAIM PROGRAM ID: PROGRAM TOTAL:

49-04-8A-1412-02

FUND DESCRIPTION:

789,648.00 CCDF AUTOMATION FFY

04

ACCOUNT NUMBER: EFFECTIVE DATES: ADVANCE DUE DAYS:

ADVANCE PERCENT:

3500-186500

01/01/2005-12/31/2005

0

0.0000%

CFDA NUMBER: FEDERAL YEAR:

COUNTY:

STATE YEAR: **ADMINISTRATIVE CAP:**

CLOSE OUT DATE:

2005 2005 0.00

N/A

03/01/2006

NMT PERCENT: MATCH PERCENT:

0.0000% 0.0000%

NMT DOLLARS: **MATCH AMOUNT:** 0.00 0.00

FEDERAL PERCENT: PRIVATE PERCENT:

0.0000% 0.0000%

STATE PERCENT: **OTHER PERCENT:** 0.0000% 0.0000%

SERVICE INFORMATION: SERVICE EFF DATES:

0018 AIS Budget 1/1/2005-12/31/2005

COMPONENT DESCRIPTION	-/ -/ 2003 12/31/20			
COMPONENT DESCRIPTION	COMPONENT DATES	UNITS	RATE	AWADD ANT
.Budgt Budget/Allocations	1/01/05-12/31/05	MONTHLY		AWARD AMT
.CRORe CRO Reconciliation	1/01/05-12/31/05		4,808.0000	57,696.00
.DatCh Data Change Requests		MONTHLY	4,808.0000	57,696.00
.Doc Documentation	1/01/05-12/31/05	MONTHLY	4,808.0000	57,696.00
	1/01/05-12/31/05	MONTHLY	4,808.0000	57,696.00
	1/01/05-12/31/05	MONTHLY	4,808.0000	
.IntSp Interface Support	1/01/05-12/31/05	MONTHLY	4,808.0000	57,696.00
.Phone Phone, Support Lines	1/01/05-12/31/05	ACTUAL COST	•	57,696.00
.Pmtg Centralized Printing	1/01/05-12/31/05		1.0000	24,000.00
.ProMa Provider Maintenance		MONTHLY	4,808.0000	57,696.00
.RptMg Reports Management	1/01/05-12/31/05	MONTHLY	4,808.0000	57,696.00
.SoftO Software Oversight	1/01/05-12/31/05	MONTHLY	4,808.0000	57,696.00
Software Oversignit	1/01/05-12/31/05	MONTHLY	4,808.0000	57,696.00
Softw Software Maintenance	1/01/05-12/31/05	MONTHLY	4,808.0000	•
.T1Li T-1 Line	1/01/05-12/31/05	ACTUAL COST		57,696.00
.Tmg Training	1/01/05-12/31/05		1.0000	15,600.00
Websi Web-Site Hosting		MONTHLY	4,808.0000	57,696.00
SERVICE TOTAL:	1/01/05-12/31/05	MONTHLY	4,808.0000	57,696.00
				789,648.00
				, 55,5 10.00

SPECIAL CONDITIONS / CPID NOTES:

MONTHLY UNITS

1. Purchases of services will be reported on and approved by the Bureau for each monthly billing.

2. If any of the purchases of services is not approved, the monthly and yearly amounts will be reduced by the unit rate for each service.

ACTUAL COSTS UNITS

1. The T-1 Line and Telephone, Support lines local/long distance are to be reimbursed at actual cost.



1. EDS #:

49-04-8A-1412

FXECUTIVE DOCUMENT SUMMARY

State Form 41221 (R6 / 8-03)

Instructions for completing the EDS and the Contract process.

2. Date prepared:

- 1. Please read the guidelines on the back of this form.
- 2. Please type all information.
- 3. Check all boxes that apply.
- 4. For amendments / renewals, attach original contra

10/04/2004

5: Attach additional pages if necessary.

3. CONTRACT & LEASES

15. Requisition Number:

14. Name of agency: FSSA/DFC/BCD

16. Address: Indiana Government Center South 402 W. Washington St., W386 Indianapolis, IN 46204

nanaponaj m	.020	
AGENCY (CONTACT	INFORMATION

17. Name:

Janet C. Yates

18. Telephone #: (317) 232-4452

19. E-mail address: Janet.Yates@fssa.in.gov

✓ Professional/Personal Services Grant	Contract for Procured Services Maintenance	COURIER INFO	DRMATION
Lease	License Agreement	20. Name:	21. Telephone #:
Attorney	EZERGIJE STORAK EZERGI ZA	Sue Hall	(317) 233-4703
MOU	Renewal # Other	22. E-mail address: Sue.Hall@fssa.in.gov	
FISCAL IN	FORMATION	VENDOR INFO	ORMATION
4. Account Number:	5. Account Name:	23. Taxpayer Identification Number:	
3500/186500.537000	CCDF AUTOMATION FFY 04	35-1990942	
6. Total amount this action:	7. New contract total:	24. Name: THE CONSULTANTS CONSORTIUM INC.	25. Telephone #: (317) 972-1530
\$789,648.00	\$1,575,696.00		RECEIVED
		26. Address: 212 W. 10TH ST. A-470	, LOLIVED
8. Revenue generated this action:	9. Revenue generated total contract:	INDIANAPOLIS, IN 4620	DEC 0 0 2004
		27. E-mail address:	
10. New total amount for each fis	cal year:	t_c_c@iquest.net 28. Is the vendor registered with the	OAG CONTRACTS
Year \$	Year \$	Corporations, must be registered)	
		29. Primary Vendor: M/WBE	30. If yes, list the %:
Year \$. Year \$	Minority: ✓ Yes No	Minority: 100 %
TIME PERIOD COV	ERED IN THIS EDS	Women:Yes ✓ No	Women: 0 %
11. From (month, day, year):	12. To (month, day, year):	31. Sub Vendor: M/WBE	32. If yes, list the %:
12/31/2004	12/31/2005	Minority: Yes <u>✓</u> No	Minority: 0 %
13. Method of source selection:		Women: Yes <u>✓</u> No	Women: <u>0</u> %
Negotiated RFP # Bid/Quotation Emergency	Chocial Procurement	Ab-	34. Is there a "Termination for
Other (specify)			Convenience" clause in the document? ✓ Yes No
on contract	volve data processing or telecommun	ications systems(s)? Yes: TIOC o	or Delegate has signed off
*	able Indiana or Federal Codes): 42 U.	S C 6 9858 et sen	
I.C. § 12-13-7-1(5), I.C. 12-13-5-2(24)			•
·		•	
37. Description of work and justif	ication for spending money. (Please g	sive a brief description of the scope of	work included in this agreement)
The purpose of this amendment is to ex	tend the contract to provide ongoing support	and maintenance of the CCDF web based at	stomated intake system.
20 Justification of vandor colostic	on and determination of price reasonal	blonoss	
	naintain the AIS system as noted in the contri		

39. If this contract is submitted late, please explain why: (Required if more than 30 days late.)

SIGNATURES

40. Agency fiscal officer of epresentative approval 41. Date Approved 42. Budget agency approval Roger Sell

43. Date Approved

44. Attorney General's Office approval Stephen Cart

10-5 04

45. Date Approved 46. Agency representative receiving from AG

47. Date Approved NOV 1 0 2004

To: Mr. Doug Seidman, Indiana Department of Adminstration From: J. Lanier DeGrella, PhD., Bureau of Child Development

Date: November 17, 2004

Re: justification for one year renewal – contract 49-04-8A-1412

Brief History of CCDF Automation

In July 2001, FSSA/DFC/BCD took over the operation of Marion County Child Care Development Fund (CCDF) grantee Daybreak Inc. in Marion County as a precursor to separating the intake and payment functions of the CCDF program.

<u>Part One</u> of the separation of functions included conversion of all 92 county CCDF Intake Offices to a web-based automated intake system (AIS). AIS was developed by the State, in conjunction with The Consultant's Consortium (TCC). It was developed through the use of IR's due to the emergency nature of the Daybreak "situation."

- October 2002 Rollout of AIS began
- March 2003 BCD began developing an RFP to allow a public procurement process for support of the AIS software. The goal was to have a contract in place by December 2003, when the support IR's would expire.
- May August 2003 FSSA Division of Technology Services (DTS) and Indiana Technology Oversight Commission (ITOC) requested that BCD consider Help Indiana (HI) as an alternative enterprise solution to AIS. HI was "disbanded" officially, and a sole source contract with TCC was signed by DTS and ITOC. One year renewal language was included in the sole source contract in order to provide stability for Part Two of the separation of intake and payment functions.
- October 2003 AIS rollout completed

<u>Part Two</u> of separation of these functions involved rollout of a Centralized Reimbursement Office (CRO). The CRO utilizes electronic swipe card attendance transactions as the basis for paying child care providers for services to CCDF families.

- November 2003 CRO rollout began
- <u>July 2004</u> CRO rollout completed.

While the interface between AIS and the CRO is relatively stable at this time, a separate bridge to the old State operated payment system (PDD/Magic) still needs to be maintained between AIS and PDD. This bridge serves to provide ability to pay out outstanding child care claims and to serve as a possible back up/disaster plan to a relatively new enterprise interface.

Renewal Request for 49-04-8A-1412

We are asking that you consider granting our request for a one year renewal of the above contract with TCC:

- 1. To allow program time to begin the public process for executing a new, bidded contract to begin 1-1-06. The above contract expires in approximately 6 weeks. Failure to renew these services could have disastrous effects for 17,000 families, 30,000 children and 3,500 child care providers.
- 2. To mitigate the risk of any unforeseeable technical problems with a relatively new, complicated interface.
- 3 To allow program to continue to be supported by a vendor with proven record of competence and willingness to work in state's best interest.
- 4. To protect an established interface with PDD by utilizing experience of current vendor with this legacy "bridge."

FIRST AMENDMENT

NUMBER: 49-04-8A-1412

This agreement is entered into by and between the INDIANA FAMILY AND SOCIAL SERVICES ADMINISTRATION, DIVISION OF FAMILY AND CHILDREN (hereinafter referred to as "State") and THE CONSULTANTS CONSORTIUM, INC. (hereinafter referred to as "Contractor") for the purpose of amending the agreement specified above previously entered into by the parties.

The purpose of this amendment is to extend the term of the agreement to allow Contractor to continue to provide services and to add funding to the agreement.

1. The term of the agreement is amended to extend the expiration date from <u>December 31, 2004</u> to <u>December 31, 2005</u>. Paragraph 3. under "TERM" of the original agreement now reads as follows:

"This agreement shall commence on <u>January 1, 2004</u> and shall remain in effect through <u>December 31, 2005.</u>"

- 2. The total funding available to Contractor through the above specified agreement is amended to reflect an increase in present funding available to Contractor of \$786,048.00 by \$789,648.00 to \$1,575,696.00. The total funding available to Contractor through the above specified agreement, as amended, shall not exceed the sum of \$1,575,696.00. Funding for this agreement, as amended, is reflected on "ATTACHMENT AM1".
- 3. Paragraph 46.5. "Ethics" is added to the original agreement through this amendment as follows:

"46.5. Ethics

The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6 et seq., the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the contractor is not familiar with these ethical requirements, the contractor should refer any questions to the Indiana State Ethics Commission, or Commission visit the Indiana State **Ethics** website <<<http://www.in.gov/ethics/>>>. If the contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this contract immediately upon notice to the contractor. In addition, the contractor may be subject to penalties under Indiana Code § 4-2-6-12."

4. This amendment shall become effective <u>January 1, 2005</u> and remain in effect until December 31, 2005 unless otherwise amended.

All other matters previously agreed to and set forth in the original agreement and not affected by this amendment shall remain in full force and effect.

NON-COLLUSION AND ACCEPTANCE

This document prepared by: Erin M. McQueen, Staff Attorney

SIGNATURE PAGE

IN WITNESS WHEREOF, Contractor and the State of Indiana have, through duly authorized representatives, entered into this agreement. The parties having read and understand the foregoing terms of the contract do by their respective signatures dated below hereby agree to the terms thereof.

. •	
Contractor:	(Where Applicable)
By: St. Mandi Printed Name: Stard L. Macolid Title: Start Date: 10-18-2004	Attested By:
	•
Indiana Family and Social Services Division of Family and Children	Department of Administration
By: Stephen E. DeMougin, MB.A. Director	By: A. Louglas Sidman for Charles Martindale, Commissioner
11-4-04	11/23/04
Date	Date
State Budget Agency	Office of the Attorney General
By: Marilyn F. Schultz, Director	By: Stephen Carter Attorney General
Date 12/1/04	Date /2/28/04





ATTACHMENT DOCUMENT SUMMARY 10/04/2004

ATTACHMENT: AGREEMENT #: AM1

49-04-8A-1412

AGREEMENT TERM:

01/01/2004-12/31/2005

VENDOR INFORMATION:

LEGAL NAME:

THE CONSULTANTS CONSORTIUM INC.

MAILING ADDRESS:

212 W. 10TH ST.

A-470

INDIANAPOLIS, IN 46202

CONTACT NAME:

ANDREW R. JOHNSON

EMAIL ADDRESS:

t_c_c@iquest.net

TELEPHONE NUMBER:

(317) 972-1530

FAX NUMBER:

(317) 972-0351

DIRECTOR'S NAME: TELEPHONE NUMBER: ANDREW R. JOHNSON

(317) 972-1530

FAX NUMBER:

(317) 972-0351

FSSA CONTRACT CONTACT:

EMAIL ADDRESS:

Janet C. Yates (317) 232-4452

Janet.Yates@fssa.in.gov

FID/SSN:

35-1990942

CHANGE NUMBER:

CH1

STATUTORY INFORMATION:

42 U.S.C. § 9858 et seq. I.C. § 12-13-7-1(5) I.C. 12-13-5-2(24)

FINANCIAL SUMMARY: CLAIM PROG ID	SERVICE CODE	PROGRAM	EFFECTIVE DATES	AWARD - AMOUNT
49-04-8A-1412-01	0018	CCDF AUTOMATION	01/01/2004-12/31/2004	\$786,048.00
49-04-8A-1412-02	0018	CCDF AUTOMATION	01/01/2005-12/31/2005	\$789,648.00
TOTAL DOLLAR AMOUN	T:			\$1,575,696,00





ATTACHMENT DOCUMENT DETAIL 10/04/2004

ATTACHMENT: AGREEMENT #:

AM1

0.0000%

AGREEMENT TERM:

49-04-8A-1412

01/01/2004-12/31/2005

CLAIM PROGRAM ID:	49-04-8A-1412-01	•			
PROGRAM TOTAL:	786,048.00	COUNTY:	MARION		
FUND DESCRIPTION:	CCDF AUTOMATION FFY				
	04	CFDA NUMBER:	N/A		
ACCOUNT NUMBER:	3500-186500	FEDERAL YEAR:	2004	÷	:
EFFECTIVE DATES:	01/01/2004-12/31/2004	STATE YEAR:	2004		,
ADVANCE DUE DAYS:	0	ADMINISTRATIVE CAP:	0.00		
ADVANCE PERCENT:	0.0000%	CLOSE OUT DATE:	03/01/2005		
NMT PERCENT:	0.0000%	NMT DOLLARS:	0.00		
MATCH PERCENT:	0.0000%	MATCH AMOUNT:	0.00		
FEDERAL PERCENT:	0.0000%	STATE PERCENT:	0.0000%		

SERVICE INFORMATION:	0018 AIS Budget		•	
SERVICE EFF DATES:	1/1/2004-12/31/20	04		
COMPONENT DESCRIPTION	COMPONENT DATES	UNITS	RATE	AWARD AMT
.Budgt Budget/Allocations	1/01/04-12/31/04	MONTHLY	4,808.0000	57,696.00
.CRORe CRO Reconciliation	1/01/04-12/31/04	MONTHLY	4,808.0000	57,696.00
.DatCh Data Change Requests	1/01/04-12/31/04	MONTHLY	4,808.0000	57,696.00
.Doc Documentation	1/01/04-12/31/04	MONTHLY	4,808.0000	57,696.00
.EligQ Elig, Policy & Procedur	1/01/04-12/31/04	MONTHLY	4,808.0000	57,696.00
.IntSp Interface Support	1/01/04-12/31/04	MONTHLY	4,808.0000	57,696.00
.Phone Phone, Support Lines	1/01/04-12/31/04	ACTUAL COST	1.0000	24,000.00
.Pmtg Centralized Printing	1/01/04-12/31/04	MONTHLY	4,808.0000	57,696.00
.ProMa Provider Maintenance	1/01/04-12/31/04	MONTHLY	4,808.0000	57,696.00
.RptMg Reports Management	1/01/04-12/31/04	MONTHLY	4,808.0000	57,696.00
.SoftO Software Oversight	1/01/04-12/31/04	MONTHLY	4,808.0000	57,696.00
.Softw Software Maintenance	1/01/04-12/31/04	MONTHLY	4,808.0000	57,696.00
.T1Li T-1 Line	1/01/04-12/31/04	ACTUAL COST	1.0000	12,000.00
.Tmg Training	1/01/04-12/31/04	MONTHLY	4,808.0000	57,696.00
.Websi Web-Site Hosting	1/01/04-12/31/04	MONTHLY	4,808.0000	57,696.00
SERVICE TOTAL:				786,048.00

OTHER PERCENT:

SPECIAL CONDITIONS / CPID NOTES:

MONTHLY UNITS

PRIVATE PERCENT:

1. Purchases of services will be reported on and approved by the Bureau for each monthly billing.

0.0000%

2. If any of the purchases of services is not approved, the monthly and yearly amounts will be reduced by the unit rate for each service.

ACTUAL COSTS UNITS

1. The T-1 Line and Telephone, Support lines local/long distance are to be reimbursed at actual cost.





ATTACHMENT DOCUMENT DETAIL 10/04/2004

ATTACHMENT: AGREEMENT #:

AM1

ACREEMENT TERM

49-04-8A-1412

AGREEMENT TERM:

01/01/2004-12/31/2005

CLAIM PROGRAM ID:	49-04-8A-1412-02	·		
PROGRAM TOTAL:	789,648.00	COUNTY:	MARION	
FUND DESCRIPTION:	CCDF AUTOMATION FFY			
	04	CFDA NUMBER:	N/A	
ACCOUNT NUMBER:	3500-186500	FEDERAL YEAR:	2005	
EFFECTIVE DATES:	01/01/2005-12/31/2005	STATE YEAR:	2005	• •
ADVANCE DUE DAYS:	0	ADMINISTRATIVE CAP:	0.00	
ADVANCE PERCENT:	0.0000%	CLOSE OUT DATE:	03/01/2006	
NMT PERCENT:	0.0000%	NMT DOLLARS:	0.00	
MATCH PERCENT:	0.0000%	MATCH AMOUNT:	0.00	ar i fran
FEDERAL PERCENT:	0.0000%	STATE PERCENT:	0.0000%	
PRIVATE PERCENT:	0.0000%	OTHER PERCENT:	0.0000%	

SEKVICE INFORMATION:	0018 AIS Budget	,		
SERVICE EFF DATES:	1/1/2005-12/31/20	05		,
COMPONENT DESCRIPTION	COMPONENT DATES	UNITS	RATE	AWARD AMT
.Budgt Budget/Allocations	1/01/05-12/31/05	MONTHLY	4,808.0000	57,696.00
.CRORe CRO Reconciliation	1/01/05-12/31/05	MONTHLY	4,808.0000	57,696.00
.DatCh Data Change Requests	1/01/05-12/31/05	MONTHLY	4,808.0000	57,696.00
.Doc Documentation	1/01/05-12/31/05	MONTHLY	4,808.0000	57,696.00
.EligQ Elig, Policy & Procedur	1/01/05-12/31/05	MONTHLY	4,808.0000	57,696.00
.IntSp Interface Support	1/01/05-12/31/05	MONTHLY	4,808.0000	57,696.00
.Phone Phone, Support Lines	1/01/05-12/31/05	ACTUAL COST	1.0000	24,000.00
.Pmtg Centralized Printing	1/01/05-12/31/05	MONTHLY	4,808.0000	57,696.00
.ProMa Provider Maintenance	1/01/05-12/31/05	MONTHLY	4,808.0000	57,696.00
.RptMg Reports Management	1/01/05-12/31/05	MONTHLY	4,808.0000	57,696.00
.SoftO Software Oversight	1/01/05-12/31/05	MONTHLY	4,808.0000	57,696.00
.Softw Software Maintenance	1/01/05-12/31/05	MONTHLY	4,808.0000	57,696.00
.T1Li T-1 Line	1/01/05-12/31/05	ACTUAL COST	1.0000	15,600.00
.Tmg Training	1/01/05-12/31/05	MONTHLY	4,808.0000	57,696.00
.Websi Web-Site Hosting	1/01/05-12/31/05	MONTHLY	4,808.0000	57,696.00
SERVICE TOTAL:				789,648.00

SPECIAL CONDITIONS / CPID NOTES:

MONTHLY UNITS

- Purchases of services will be reported on and approved by the Bureau for each monthly billing.
- 2. If any of the purchases of services is not approved, the monthly and yearly amounts will be reduced by the unit rate for each service.

ACTUAL COSTS UNITS

 The T-1 Line and Telephone, Support lines local/long distance are to be reimbursed at actual cost.

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EXECUTIVE DOCUMENT SUMMARY State Form 41221 (R6 / 9-02)

Instructions for completing the EDS and the Contract process.

- 1. Please read the guidelines on the back of this form.
- Please type all information.
 Check all boxes that apply.
- 4. For amendments / renewals, attach original contract.
- 5. Check EDS against contract data for consistency.

14. Name of agency:

Indiana Government Center South 402 W. Washington St., W386 Indianapolis, IN 46204

FSSA/DFC/BCD

16. Address:

15. Requisition Number:

AGENCY INFORMATION

6. Attach additional pages if necessary.			AGENCY CONTACT INFORMATION					
1. EDS Number:	2. Date prepare		17. Name: ^			18. Telephone #:		
49-04-8A-1412	10/01/2003	56	Randy Wagner	,	··	(317) 232-4757		
CONTRAC	T & LEASES		19. E-mail add Rwagner@fssa.sta			• .		
✓ Professional/Personal Services	Contract for	Services			ODMATION			
Grant	Maintenance	an ang miginahan	20. Name:	COURIER INF	ORMATION	21 Teleskan		
Lease	License Agr	eement	Kathy Browning		•	21. Telephone #:		
Attorney MOU	Amendment Renewal #	:#	22. E-mail add	rece.		(317) 232-1196		
QPA	Other(speci	(v)	Kbrowning@fssa.s					
Equipment Lease			VENDOR INFORMATION					
Lease-to-Own		er vala i i redekami zakreksama di kankka i j	23. Taxpayer I	dentification Numbe				
FISCAL IN	FORMATION		35-1990942		••			
4. Account Number:	5. Account Nam	e:	24. Name:	TO CONTONE THE THE	· · · · · · · · · · · · · · · · · · ·	25. Telephone #:		
3500/186500.573000	CCDF AUTOMATIO	N FFY 04	THE CONSULTANT	S CONSORTIUM INC.	KARA	(317) 972-1530		
6 Total amount this			26. Address:	212 W. 10TH ST.	·~/1'	RECEIVED		
6. Total amount this action: \$786,048.00	7. New contract	total:		A-470 INDIANAPOLIS, IN 46	202			
	\$786,048.00					DEC 1 0 2003		
8. Revenue generated this action:	9. Revenue gen	erated total contract:		ess:	· · · · · · · · · · · · · · · · · · ·			
			t_c_c@iquest.net			OAG CONTRACTS		
10. New total amount for each fisc	cal year:		28. Is the vend	or registered with thoust be registered)	ne Secretary o	of State? (Out of State		
Year \$	Voor d					<i>y I</i> -		
			29. Minority pa ✓ Yes No	rticipation?	30. If yes,	list percentage:		
Year \$	Year \$		If no, and contract	: > \$ 25.000. you	100	%		
TIME PERIOD COV	must include justification in box 35							
11. From (month, day, year):	12. To (month			enewal Lanuage in		a Termination for		
01/01/2004	12/31/2004	, ad, year).	the document? ✓ Yes	i	Convenience document?	clause in the		
13. Method of source selection:			<u>~</u> 10	140	document?	✓ Yes No		
Negotiated RFP #			33. Will the attached document involve data processing or telecommunications					
Bid/Quotation Emergency Special Procurement			systems(s)? Yes: ITOC or Delegate has signed off on contract					
Other (specify)		Possibly: This issue has been discussed with ITOC or Delegate						
34. Statutory Authority (Cite applic LC. § 12-13-7-1(5), LC. 12-13-5-2(24)	able mulana or	rederal Codes): 42 U.	S.C. § 9858 et seq.		•			
	ation for spandi	oo manay (Diagon o						
35. Description of work and justific DFC/BCD/CCDF requires maintenance an 2002. Obdoing support and maintenance	a support for a cent	Talized. Web based eligib	ility cyclem. The co	ption of the scope of	f work include	ed in this agreement.)		
2002. Ongoing support and maintenance	e is critical to the si	iccess of the CCDF progr	am.	The system has been	ii acreloped alle	running as or rebuary,		
			•					
26.2								
36. Justification of vendor selection Current "vendor" is providing support/ma	n and determinat	tion of price reasonab	oleness:					
accountability for deliverables. Current "	vendor" developed	the software and has ext	ensive expertise in r	suit in cost savings to t naintaining it.	he state and in i	more vendor		
				_	,			
					1058	888 I		
37. If this contract is submitted lat	e, please explair	why: (Required if m	ore than 30 days	late.)	•			
	•			ENTERE	D DEC	5 2003		
	• . •					2003		
			•	••	•			
SIGNATURES								
38. Agency fiscal officer or represen	ntative approval	39. Date Approved	40. Budget ager	ocy approval		41 Data to		
Roger Sell	04		Marilyn Schultz		Z_:	41. Date Approved		
42. Attorney General's Office appro	The O	10.8.03			<u>eceiv</u>	GEK/8/0		
	vai		44. Agency repr	esentative receiving		45. Date Approved		
8109	12-17-03		Ŋ	10V 2 4 2	2003			

MEMO

To: Dan Gettelfinger, IDOA

From: Beth Eiler, BCD Deputy Director

Date: August 12, 2003

Re: Justification for Negotiated Contract to Support CCDF Eligibility System

In July 2001, FSSA/DFC/BCD took over the operation of the Child Care Development Fund (CCDF) grantee in Marion County, Daybreak, Inc. At that time, an emergency software system was developed to provide eligibility processes for the CCDF program. This new structure segregated eligibility from payment duties, thus decreasing the likelihood of fraud. The decision was then made to roll this structure out statewide. Currently, the webbased front end eligibility system is supported through approximately \$1 million in IR's with a sub-contractor of a QPA vendor. These IR's will expire on 12-31-03.

Rollout of the new eligibility structure currently incorporates 76 counties, representing roughly three-fourths of the state's caseload. Statewide, there are roughly 20,000 families, 37,000 children and 6,000 providers with active vouchers in the CCDF program. The automated wait list is currently maintaining 1,500 children.

In December 2002, a new Central Reimbursement Office (CRO) was selected by an RFP process to take over the payment process. The current rollout schedule for the newly selected CRO is scheduled to begin in September 2003. Projected completion of the CRO rollout is tentatively scheduled for July 2004.

Because the intake system will require an interface with the CRO, there is a need for consistency between the two systems. It would be detrimental to shift systems during the current business structure change.

Therefore, in order to begin the rollout of the CRO in September 2003, and complete rollout by June 2004, we are requesting a waiver to the public process, and the ability to negotiate a contract for support and maintenance of the current intake/eligibility software (The Consultants Consortium).

Benefits to the State:

- Current stability level would be maintained by using an experienced vendor that developed the current eligibility system and that currently provides daily technical support
- Rate reductions would be negotiated with savings being put back into direct services
- Contract would be performance-based with deliverables and penalties
- Vendor has proven record of meeting state deadline schedules

To meet the transition plan, we ask your consideration to negotiate a contract with a proven vendor for a period of 12 months (January 2004 – December 2004). Doing so will allow the state to meet all deadlines and provide as little disruption as possible to Indiana families, children and providers. An RFP will be developed to put the contract out for bid once our mission critical objectives have been met.



Frank O'Bannon, Governor State of Indiana

Division of Family and Children Bureau of Child Development

MS02, 402 W. WASHINGTON STREET, ROOM W386 INDIANAPOLIS, IN 46204-2773

John Hamilton, Secretary

To: Provider

From: Bureau of Child Development

Contract Management

Re: Minority and Women's Business Enterprise Participation Plan

Effective July 1, 2003 the State of Indiana is now required to meet certain Minority and Women's Business Enterprise Goals(M/WBE) for sub-contracting opportunities for contracts over \$75,000. These requirements are for all original contracts and amendments. Therefore a MBE/WBE Participation Plan Form must be submitted for these original contracts and amendments.

The target goal for subcontracting with MBE's for a professional service is 24.24% of the funds awarded and the target goal for WBE's for a professional service is 10.70% of the funds awarded. While the participation may be as a subcontractor, second tier participation with common suppliers (e.g., office suppliers, courier services) is acceptable. A web site is available at http://www.in.gov/idoa/minority/ to provide you with a listing of Minority and Women Owned Business Vendors.

When you sign your contract please return the MBE/WBE Participation Plan which has been enclosed. In the event that you are unable to provide M/WBE plan, please find enclosed an application for M/WBE Program Waiver. This form is strongly discouraged since it will delay or perhaps stop your contract or amendment. As you can see from the form you must document your attempts to contract with M/WBE.

If you need additional information, please feel free to contact Stan Rosenberger Grant Coordinator in the Bureau of Child Development, phone 317-232-7923. We look forward to assisting you with this new law.



SF47895 (ELEC4-97)

MINORITY AND WOMEN'S BUSINESS ENTERPRISE PARTICIPATION PLAN

An offeror is expected to submit in each response a Minority Business & Women's Enterprise Participation Plan in accordance with 25 IAC 5 and IC 4-13-16.5. In the Plan, the offeror must show that there are racial minorities and woman owned enterprises participating in the proposed contact. While the participation may be as a subcontractor, second tier participation with common suppliers (e.g., office suppliers, courier serves) is acceptable. Respondents must indicate the name of the racial minority owned firm(s) with which it will work; the contact name and phone number at the firm(s); the service supplied by the firm(s); and the specific dollar amount from this contact that will be directed toward each firm. If the goal for this solicitation cannot be directed toward racial minority or woman owned enterprises, the respondent may demonstrate that a minimum of an amount equal to the goal of overall annual proceeds) from all business) are directed to racial and woman owned enterprises. Please note: If the Trade is an overhead item for your entire business, please calculate the proportion of the business that will actually apply to the solicitation in question.

Failure to provide the Plan at the time of proposal submission may result in the disqualification and rejection of the offer.

The Indiana Department of Administration reserves the right to verify all information included in the Minority and Women Business Enterprise Participation Plan before making final determination of the offeror's responsiveness and responsibility.

An offeror may submit an application for a program waiver if the indicated goal or no participation is met. The offeror should demonstrate a good faith effort to meet the goal for example by working with the Minority and Women Business Development office of the Indiana Department of Administration to design a plan to meet the goal in an acceptable time period. Should those efforts not produce the goal, the waiver application may be submitted with documentation of the good faith effort. The State reserves the right to accept, verify or deny any application for waiver from the contact goal.

By submission of the offer, the offeror thereby acknowledges and agrees to be bound by the regulatory processes involving the State of Indiana's Minority Business Enterprise Program. Questions involving the regulations governing the Minority and Women Business Enterprise Participation Plan and/or the application for relief from the goal should be directed to the Compliance Manager of the Minority and Women's Business Enterprise Development office at 317/233-6607

MBE/WBE PARTICIPATION PLAN

RFP# 419-04-8A	-1412	DUE DATE	<u> </u>	· · · · · · · · · · · · · · · · · · ·	
RFP NAME	·		••		
OFFEROR					
ADDRESS					
CITY/STATE/ZIP					•
PHONE()	· · ·				
The following minority owned MBE/WBE PHO	<u>one</u> <u>c</u>	ONTACT	IKADE	VINCOLLI	
Professional	DALA D.	MCASmus	-Roy Don	sey-317-	<u>636</u> -1355- 20%

CONTRACT FOR SERVICES NUMBER: 49-04-8A-1412

This Contract, entered into by and between <u>Indiana Family and Social Services</u> <u>Administration, Division of Family and Children</u> hereinafter referred to as "State") and <u>The Consultants Consortium, Inc.</u> (hereinafter referred to as "Contractor"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Duties of Contractor

The Contractor shall provide operation, maintenance, support and enhancements for the centralized, web based eligibility system (Automated Intake Software - "AIS") for the Child Care and Development Fund ("CCDF") voucher program. Contractor's duties are more fully set out in the "Scope of Work" which is incorporated by reference and attached as "EXHIBIT 1".

2. Consideration

The Contractor will be paid a monthly rate in arrears for each component except for phone, support lines and T-1 line which shall be reimbursed in arrears at actual cost and in accordance with "ATTACHMENT A". Contractor shall submit monthly claims and a monthly report on services provided. The reports and claims shall be reviewed and approved by the Division of Family and Children, Bureau of Child Development prior to payment being made by State. Total remuneration under this Contract shall not exceed \$786,048.00 as more fully set out in "ATTACHMENT A".

3. Term

This agreement shall commence on <u>January 1, 2004</u> and shall remain in effect through <u>December 31, 2004</u>.

4. Access to Records

The Contractor and it's subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. They shall make such materials available at their respective offices at all reasonable times during this Contract term, and for three (3) years from the date of final payment under this Contract, for inspection

by the State or by any other authorized representative of state government. Copies thereof shall be furnished at no cost to the State if requested.

5. Assignment

The Contractor shall not assign or subcontract the whole or any part of this Contract without the State's prior written consent. The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the State, provided that Contractor gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

6. Audits

Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC 5-11-1, and audit guidelines specified by the State.

7. Authority to Bind Contractor

Notwithstanding anything in this Contract to the contrary, the signatory for the Contractor represents that he/she has been duly authorized to execute contracts on behalf of the Contractor and has obtained all necessary or applicable approvals from the home office of the Contractor to make this Contract fully binding upon the Contractor when his/her signature is affixed, and this Contract is not subject to further acceptance by Contractor when accepted by the State of Indiana.

8. Changes in Work

In the event the State requires a major change in the scope, character or complexity of the work after the work has begun, adjustments in compensation to the Contractor shall be determined by the State in the exercise of its good faith and prudent judgment. The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the State. No claim for additional compensation shall be made in the absence of a prior written approval executed by all signatories hereto.

9. Compliance with Laws

The Contractor shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, the provisions of which are incorporated by reference. The enactment or amendment of any applicable state or federal statute or the promulgation of any rules or regulations thereunder after execution

of this Contract shall be reviewed by the State and the Contractor to determine whether the provisions of this Contract require formal modification.

10. Confidentiality of Data, Property Rights in Products, and Copyright Prohibition

The Contractor agrees that all information, data, findings, recommendations, proposals, etc. by whatever name described and in whatever form secured, developed, written or produced by the Contractor in furtherance of this Contract shall be the property of the State. The Contractor shall take such action as is necessary under law to preserve such confidentiality and property rights in and of the State while such property is within the control and/or custody of the Contractor. The Contractor hereby specifically waives and/or releases to the State any cognizable property right of the Contractor to copyright, license, patent or otherwise use such information, data, findings, recommendations, proposals, etc.

11. Confidentiality of State Information

The Contractor understands and agrees that data, materials, and information disclosed to Contractor may contain confidential and protected data. Therefore, the Contractor promises and assures that data, material, and information gathered, based upon or disclosed to the Contractor for the purpose of this Contract, will not be disclosed to others or discussed with third parties without the prior written consent of the State.

12. Conflict of Interest

A. As used in this section:

"Immediate family" means the spouse and the unemancipated children of an individual.

"Interested party," means:

- 1. The individual executing this contract;
- 2. An individual who has an interest of three percent (3%) or more of Contractor, if Contractor is not an individual; or
- 3. Any member of the immediate family of an individual specified under subdivision 1 or 2.
- "Department" means the Indiana Department of Administration.
- "Commission" means the State Ethics Commission.
- B. The Department may cancel this Contract without recourse by Contractor if any interested party is an employee of the State of Indiana.
- C. The Department will not exercise its right of cancellation under section B above if the Contractor gives the Department an opinion by the Commission indicating that the existence of this Contract and the employment by the State

of Indiana of the interested party does not violate any statute or rule relating to ethical conduct of state employees. The Department may take action, including cancellation of this Contract consistent with an opinion of the Commission obtained under this section.

D. Contractor has an affirmative obligation under this Contract to disclose to the Department when an interested party is or becomes an employee of the State of Indiana. The obligation under this section extends only to those facts that Contractor knows or reasonably could know.

13. Continuity of Services

A. The Contractor recognizes that the service(s) to be performed under this Contract are vital to the State and must be continued without interruption and that, upon Contract expiration, a successor, either the State or another contractor, may continue them. The Contractor agrees to:

1. Furnish phase-in training, and

2. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

B. The Contractor shall, upon the State's written notice:

1. Furnish phase-in, phase-out services for up to sixty (60) days after this Contract expires, and

2. Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required.

The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the State's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Contract are maintained at the required level of proficiency.

C. The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations).

14. Debarment and Suspension

Contractor certifies, by entering into this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Contractor.

15. Default by State

If the State, sixty (60) days after receipt of written notice, fails to correct or cure any breach of this Contract, then the Contractor may cancel and terminate this Contract and collect all monies due up to and including the date of termination.

16. Disputes

- A. Should any disputes arise with respect to this Contract, Contractor and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
- B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the State for such costs. If the State and the Contractor cannot resolve a dispute within ten (10) working days following notification in writing by either party of the existence of a dispute, then the following procedure shall apply:

The parties agree to resolve such matters through submission of their dispute to the Commissioner of the Indiana Department of Administration. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the State within ten (10) working days after presentation of such dispute for action. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If no reconsideration is provided within ten (10) working days, the parties may mutually agree to submit the dispute to arbitration for a determination, or

otherwise the dispute may be submitted to an Indiana court of competent jurisdiction.

The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.

17. Drug-Free Workplace Certification

The Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor or an employee of the Contractor has been convicted of a criminal drug violation occurring in the contractor's workplace.

False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total contract amount set forth in this Contract is in excess of \$25,000.00, Contractor hereby further agrees that this agreement is expressly subject to the terms, conditions, and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all contracts and grants from the State of Indiana in excess of \$25,000.00. No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by the Contractor and made a part of the contract or agreement as part of the contract documents.

The Contractor certifies and agrees that it will provide a drug-free workplace by:

A. Publishing and providing to all of its employees a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;

- B. Establishing a drug-free awareness program to inform it's employees of (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

18. Employment Option

If the State determines that it would be in the State's best interest to hire an employee of the Contractor, the Contractor will release the selected employee from any non-compete agreements that may be in effect. This release will be at no cost to the State or the employee.

19. Force Majeure

In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose

ability to perform has not been so affected may, by giving written notice, terminate this Contract.

20. Funding Cancellation

When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

21. Governing Laws

This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

22. Indemnification

Contractor agrees to indemnify, defend, and hold harmless the State of Indiana and its agents, officials, and employees from all claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Contractor and/or its subcontractors, if any. The State shall <u>not</u> provide such indemnification to the Contractor.

23. Independent Contractor

Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint venturers or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property arising out of the acts or omissions of the agents, employees or subcontractors of the other party.

The Contractor shall be responsible for providing all necessary unemployment and workers' compensation insurance for the Contractor's employees.

24. Information Technology Accessibility

All contractors supplying information technology related products and services to the state of Indiana must comply with all ITOC policies and standards. These policies and standards can be found at http://www.in.gov/itoc/html_site/architecture/poli.html and http://www.in.gov/itoc/html_site/architecture/stan.html. Any deviation from the published standards and policies, must be approved by ITOC and be supported by a written waiver.

The Contractor acknowledges and agrees that all hardware, software and services provided to or purchased by the State must be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 749d), as amended, and adopted by the State of Indiana Information Technology Oversight Commission pursuant to IC 4-23-16-12.

25. Licensing Standards

The parties agree that Contractor and its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the Contractor pursuant to this Contract. The State shall not be required to reimburse Contractor for any services performed when Contractor or its employees or subcontractors are not in compliance with such applicable standards, laws, rules or regulations. If licensure, certification or accreditation expires or is revoked, Contractor shall notify State immediately and the State, at its option, may immediately terminate this Contract.

26. Lobbying Activities

- A. Pursuant to 31 U.S.C. § 1352, and any regulations promulgated thereunder, Contractor hereby assures that no federally appropriated funds have been paid, or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this agreement, Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying." If Contractor is required to submit Standard Form-LLL, the form and instructions for preparation of the form may be obtained from State.
- C. Contractor shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts,

subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

D. The foregoing certification is a material representation of fact upon which reliance was or will be placed when entering into this agreement and any transactions with State.

27. Nondiscrimination

Pursuant to IC 22-9-1-10 and the Civil Rights Act of 1964, Contractor and its subcontractors shall not discriminate against any employee or applicant for employment in the performance of this Contract. The Contractor shall not discriminate with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this Contract. The Contractor's execution of this Contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

The Contractor understands that the State is a recipient of federal funds. Pursuant to that understanding, the Contractor and its subcontractor, if any, agree that if the Contractor employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the Contractor will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The Contractor shall comply with Section 202 of Executive Order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of this Contract.

28. Notice to Parties

Whenever any notice, statement or other communication is required under this Contract, it shall be sent to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

Michael O. Murray, Acting Director Division of Family and Children 402 West Washington St., Room W382 Indianapolis, IN 46204

B. Notices to the Contractor shall be sent to:

Andy Johnson The Consultants Consortium, Inc. 212 West 10th Street, A-470 Indianapolis, IN 46202

C. Payments to the Contractor shall be sent to:

The Consultants Consortium, Inc. 212 West 10th Street, A-470 Indianapolis, IN 46202

29. Order of Precedence

Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) This Contract, (2) attachments prepared by the State and (3) Contractor's proposal.

30. Ownership of Documents and Materials

All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the Contractor prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the Contractor transfers any ownership claim to the State of Indiana and all such materials will be the property of the State of Indiana. Use of these materials, other than related to contract performance by the Contractor, without the prior written consent of the State, is prohibited. During the performance of this Contract, the Contractor shall be responsible for any loss of or damage to these materials developed for or supplied by the State and used to develop or assist in the services provided herein while the materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor's expense. Full, immediate, and unrestricted access to the work product of the Contractor during the term of this Contract shall be available to the State.

31. Payments

All payment obligations shall be made in arrears in accordance with Indiana law and state fiscal policies and procedures.

32. Penalties/Interest/Attorney's Fees

The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5, IC 34-54-8, and IC 34-13-1.

Notwithstanding the provisions contained in IC 5-17-5, the Parties stipulate and agree that any liability resulting from the State of Indiana's failure to make prompt payment shall be based solely on the amount of funding originating from the State of Indiana and shall not be based on funding from federal or other sources.

33. Progress Reports

The Contractor shall submit progress reports to the State upon request. The report shall be oral, unless the State, upon receipt of the oral report, should deem it necessary to have it in written form. The progress reports shall serve the purpose of assuring the State that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date.

34. Renewal Option

This Contract may be renewed under the same terms and conditions subject to the approval of the Commissioner of the Department of Administration and the State Budget Director in compliance with IC 5-22-17-4. The term of the renewed contract may not be longer than the term of the original contract.

35. Severability

The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

36. Substantial Performance

This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification thereof.

37. Successors and Assignees

The Contractor binds its successors, executors, administrators, and assignees to all covenants of this Contract. Except as above set forth, the Contractor shall not assign, sublet or transfer interest in this Contract without the prior written consent of the State of Indiana.

38. Taxes

The State of Indiana is exempt from state, federal, and local taxes. The State will not be responsible for any taxes levied on the Contractor as a result of this Contract.

39. Termination for Convenience

This Contract may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination of services shall be effected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The State will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to the Contractor exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date.

40. Termination for Default

- A. With the provision of thirty (30) days notice to the Contractor, the State may terminate this Contract in whole or in part, if the Contractor **fails to**:
 - 1. Correct or cure any breach of this Contract;
 - 2. Deliver the supplies or perform the services within the time specified in this Contract or any extension;
 - 3. Make progress so as to endanger performance of this Contract; or
 - 4. Perform any of the other provisions of this Contract.
- B. If the State terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the State considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.
- C. The State shall pay the contract price for completed supplies delivered and services accepted. The Contractor and the State shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the State determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.
- D. The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.

41. Registration with the Secretary of State of Indiana

The Contractor certifies that if it is a non-domestic entity, it is registered with the Indiana Secretary of State to do business in the State of Indiana.

42. Travel

There is no additional payment to Contractor for travel under this agreement.

43. Waiver of Rights

No right conferred on either party under this Contract shall be deemed waived and no breach of this Contract excused, unless such waiver or excuse is in writing and signed by the party claimed to have waived such right.

44. Work Standards

The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract, the State may request in writing the replacement of any or all such individuals, and Contractor shall grant such request.

45. State Boilerplate Affirmation Clause

- I, State agency signatory, swear or affirm under the penalties of perjury that I have not altered, modified or changed the State's Boilerplate contract clauses (as defined in the 2002 IDOA Professional Services Contract Manual) in any way, and that I am not aware of any alterations, modifications or changes to the State's Boilerplate contract clauses except those made by the contract drafter which have been identified by name below:
- A. Security and Privacy of Health Information deleted
- B. Key Persons deleted
- C. Paragraph 26, Lobbying Activities added
- D. Travel altered
- E. State Boilerplate Affirmation Clause altered as previously approved by DOA
- F. Paragraph 46, Contractor Affirmation Clause added

46. Contractor Affirmation Clause

The signatory for Contractor hereby affirms, under penalties of perjury, that Contractor has not altered, modified or changed any section, paragraph or clause

of this document, in the form transmitted by State to Contractor for signature, without prior approval of State.

47. Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he/she is the Contractor, or that he/she is the representative, agent, member or officer of the contracting party, that he/she has not, nor has any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract.

The rest of this page is left blank intentionally.

The parties having read and understanding the foregoing terms of this contract do by their respective signatures dated below hereby enter into this agreement.

Grantee: THE CONSULTANTS CONSORTIUM INC.

By: All Printed Name: Andrew R Johnson	(Where Applicable) Attested By:
Title: VP Date: U/19/03 Indiana Family and Social Services	Department of Administration
Division of Family and Children By: Steller & Dug	By: D. E. Song Br
Stephen E. DeMougin, M.B.A. Director, Division of Family and Children Family and Social Services Administration Date: 11-20-03	Charles R. Martindale Commissioner Department of Administration Date:
	PROVED AS TO FORM AND LEGALITY:
By:/ex/, talle Marilyn Schultz, Director	By: Stephen Carter Attorney General of Indiana
Date: 12/8/03	Date: 12-17-63





ATTACHMENT DOCUMENT SUMMARY 10/01/2003

ATTACHMENT:

AGREEMENT #: AGREEMENT TERM: 49-04-8A-1412

01/01/2004-12/31/2004

VENDOR INFORMATION:

LEGAL NAME:

THE CONSULTANTS CONSORTIUM INC.

MAILING ADDRESS:

212 W. 10TH ST.

A-470

INDIANAPOLIS, IN 46202

CONTACT NAME: EMAIL ADDRESS: ANDREW R. JOHNSON

t_c_c@iquest.net

TELEPHONE NUMBER:

(317) 972-1530

FAX NUMBER:

(317) 972-0351

DIRECTOR'S NAME:

ANDREW R. JOHNSON

TELEPHONE NUMBER:

(317) 972-1530

FAX NUMBER:

(317) 972-0351

FSSA CONTRACT CONTACT:

EMAIL ADDRESS:

Randy Wagner (317) 232-4757

Rwagner@fssa.state.in.us

FID/SSN:

35-1990942

CHANGE NUMBER:

ORIG

STATUTORY INFORMATION:

42 U.S.C. § 9858 et seq. I.C. § 12-13-7-1(5) I.C. 12-13-5-2(24)

FINANCIAL SUMMARY: **CLAIM PROG ID**

49-04-8A-1412-01

SERVICE CODE

0018

PROGRAM

CCDF AUTOMATION

EFFECTIVE DATES

01/01/2004-12/31/2004

AWARD AMOUNT \$786,048.00

TOTAL DOLLAR AMOUNT:

\$786,048.00





ATTACHMENT DOCUMENT DETAIL 10/01/2003

ATTACHMENT:

AGREEMENT #:

49-04-8A-1412

AGREEMENT TERM: 01/01/2004-12/31/2004

CLAIM PROGRAM ID: PROGRAM TOTAL:	49-04-8A-1412-01 786,048.00	COUNTY:	MARIÒN
FUND DESCRIPTION:	CCDF AUTOMATION FFY		
e glav gentler i denne og gefine enner e filler og et e	04	CFDA NUMBER:	N/A
ACCOUNT NUMBER:	3500-186500	FEDERAL YEAR:	2004
EFFECTIVE DATES:	01/01/2004-12/31/2004	STATE YEAR:	2004
ADVANCE DUE DAYS:	0	ADMINISTRATIVE CAP:	0.00
ADVANCE PERCENT:	0.0000%	CLOSE OUT DATE:	03/01/2005
NMT PERCENT:	0.000%	NMT DOLLARS:	0.00
MATCH PERCENT:	0.0000%	MATCH AMOUNT:	0.00
FEDERAL PERCENT:	0.0000%	STATE PERCENT:	0.0000%
PRIVATE PERCENT	0.0000%	OTHER DEDCENT.	0.000%

SERVICE INFORMATION:	0018 AIS Budget	•		
SERVICE EFF DATES:	01/01/2004-12/31/3	01/01/2004-12/31/2004		
COMPONENT DESCRIPTION	COMPONENT DATES	UNITS	RATE	AWARD AMT
.Budgt Budget/Allocations	1/01/04-9/30/04	MONTHLY	4,808.0000	57,696.00
.CRORe CRO Reconciliation	1/01/04-9/30/04	MONTHLY	4,808.0000	57,696.00
DatCh Data Change Requests	1/01/04-9/30/04	MONTHLY	4,808.0000	57,696.00
.Doc Documentation	1/01/04-9/30/04	MONTHLY	4,808.0000	57,696.00
EligQ Elig, Policy & Procedur	1/01/04-9/30/04	MONTHLY	4,808.0000	57,696.00
.IntSp Interface Support	1/01/04-9/30/04	MONTHLY	4,808.0000	57,696.00
Phone Phone, Support Lines	1/01/04-9/30/04	ACTUAL COST	1.0000	24,000.00
.Pmtg Centralized Printing	1/01/04-9/30/04	MONTHLY	4,808.0000	57,696.00
.ProMa Provider Maintenance	1/01/04-9/30/04	MONTHLY	4,808.0000	57,696.00
RptMg Reports Management	1/01/04-9/30/04	MONTHLY	4,808.0000	57,696.00
.SoftO Software Oversight	1/01/04-9/30/04	MONTHLY	4,808.0000	57,696.00
Softw Software Maintenance	1/01/04-9/30/04	MONTHLY	4,808.0000	57,696.00
T1Li T-1 Line	1/01/04-9/30/04	ACTUAL COST	1.0000	12,000.00
.Tmg Training	1/01/04-9/30/04	MONTHLY	4,808.0000	57,696.00
.Websi Web-Site Hosting	1/01/04-9/30/04	MONTHLY	4,808.0000	57,696.00
SERVICE TOTAL:	•			786 048 00

SPECIAL CONDITIONS / CPID NOTES:

MONTHLY UNITS
 Purchases of services will be reported on and approved by the Bureau for each monthly billing.
 If any of the purchases of services is not approved, the monthly and yearly amounts will be reduced by the unit rate for each service.

ACTUAL COSTS UNITS

1. The T-1 Line and Telephone, Support lines local/long distance are to be reimbursed at actual cost.

SCOPE OF WORK

Summary of Vendor Responsibilities - Scope of Work (SOW)

The vendor will be responsible for the daily operation, maintenance and enhancements of the AIS software for the length of the awarded contract. Users of the AIS system include staff of 92 Intake Agents and State personnel. It is expected that there will be over 250 users when the software is rolled out to all 92 counties. It is estimated that data will be collected on 40,000 unique families, 80,000 unique children and 15,000 unique providers over the course of a year.

State will not provide work space for the vendor to carry out the services associated with this contract. However, the vendor must maintain an office within 30 miles of the State's central campus including the housing of the AIS software. All equipment, software and licensing required to support the AIS system will be supplied by the State, and shall remain property of the state. Details on hardware and software specifications that will be supplied to the vendor can be found at the end of this document. Security of data must meet State standards.

Some of the major functions of the AIS system, for which the contractor will be responsible to maintain, include:

- A. Family enrollment
- B. Provider enrollment
- C. Funding allocations
- D. Interfaces with other BCD databases
- E. Interface with CRO
- F. Centralized Printing

In addition to the above general responsibilities of the vendor, said vendor must also provide technical support to BCD in examining HelpIndiana as the standard intake and screening portion of the CCDF Intake/Eligibility software system.

The contractor is required to provide the following services in relation to the operations of the AIS system for the duration of the awarded contract:

A. SOFTWARE OVERSIGHT

- Project organization including a resource plan defining roles and responsibilities of the vendor, and any subcontractors (if applicable) and State.
- Develop and manage project schedule as appropriate including tasks, activities, activity duration, sequencing and dependencies.
- Develop and manage project work plan for all deliverables.
- Utilize a structured methodology to ensure services provided meet requirements, are within budget and completed on time.
- Advise Bureau on plans, decisions, strategies, etc. that are in the best interest of the State regarding the functional areas covered by this contract.

- Provide State with weekly status reports on resource plan, project schedule and project work plans.
- Attend and participate in all meetings related to services requested in this contract. The
 selected respondent shall prepare materials or briefings for these meetings as requested by
 the State.
- Develop and manage a comprehensive approach for handling communications with State staff and other entities as necessary: The communication plan must include, but not be limited to: a plan for generation, documentation, storage, transmission and disposal of all project information.
- Develop and manage a risk management plan to ensure that risks are identified, planned for, analyzed, communicated and acted upon effectively.
- Utilize a change control tracking methodology to implement, document and track changes to services provided.

B. SOFTWARE MAINTENANCE

- Maintain levels of service on AIS as required by BCD and implement enhancements as directed by Software Committee.
- Technical lead will participate in Software Committee meetings and provide feedback on implementation strategies and timelines of enhancements and change requests.
- All requests for software updates from State personnel or intake agents is documented and a Software Change Control Form is completed. These requests are to be addressed at next Software Committee meeting.
- Produce ad-hoc report requests as required by Software Committee.
- Document bug fixes and enhancements.
- Deployment of new versions of AIS following appropriate sign-off by State.
- Monitor the data to ensure business rules are being fulfilled and enforced by the system.
- Create and maintain login accounts, roles and security levels.
- Maintain an overview of the system architecture and how components are integrated.
- In handling bug fixes, the following steps are required:
 - Document the defect.
 - Reproduce the defect in a test environment.
 - > Develop a fix for the software to prevent the defect from occurring again.
 - > Review the changes to ensure quality.
 - > Document the changes made.
 - > Create a release note to communicate the change to the users
 - Compile the change into the next software update.
- Enhancements must adhere to State IT policies, as attached.
- Technical team must be managed by Technical Lead to ensure progress of development, report on status, assign technical team roles, update development schedule, etc.
- Deploy Microsoft SQL Server 2000 database
- Evaluate, review and deploy Microsoft SQL Server 2000 patches
- Schedule and monitor DTS packages and SQL Agent jobs.
- Configure SQL Agent operators and notifications
- Configure and deploy demonstration sites for non-production use. Maintain the data and infrastructure for these demonstration sites.

- Assist with development, maintenance and performance tuning of stored procedures, view, triggers, jobs, packages.
- Manage AIS security.
- Create and maintain updated version of database Entity Relationship Diagram.
- Monitor AIS logs for data anomalies.
- Monitor and maintain nightly file transfers of database backups to State disaster recovery site, of claims file to State payment site and of data extracts to State Federal reporting site.
- Monitor and maintain receipt and processing of data extracts from R&R and Licensing Division.
- Maintain web server to maximize performance and security.
- Keep updated with latest patches to ensure performance and security.
- Maintain and follow disaster recovery plan.
- Deploy AIS software to counties. Complete installation requires Java plug-in, Adobe Acrobat Reader and Internet Explorer.
- Maintain contact list of phone and email addresses for all users of AIS including intake agents.
- Phone contact with each intake agent following initial training to assist in software installation.
- Two phone calls to each intake agent following software installation to provide assistance as needed.

C. INTERFACE SUPPORT

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- Meet with CRO vendor to define requirements for development of Interface.
- Maintain interface that provides CRO with all needed data elements to authorize payment for services rendered by authorized child care providers.
- Create reports that identify data anomalies.
- Assist in daily reconciliation of Interface.
- Assure that systems maintain synchronization. Update interface should it be required by an update to CRO system.
- Monitor weekly payment activities.

D. WEB-SITE HOSTING

- House, manage and maintain web server(s) to enable AIS to handle traffic volume and maintain performance requirements.
- Administer Dynamic Host Configuration Protocol (DHCP), Data Name System (DNS), and Windows Internet Naming Service (WINS) to maintain host configuration and naming.
- Maintain and monitor the application server.
- Applying patches as needed.
- Maintain web firewall and secure server as required by State.
- Maintain Cisco 2600 Series router to ensure database and web server connections.
- Develop and implement disaster recovery plan.
- Maintain and monitor internet connection via T1 line.

E. REPORTS MANAGEMENT

- Manage reporting functionality of AIS software to ensure reporting requirements set by Software Committee are met and reporting is consistent.
- Manage report request process.
- Maintain report inventory detailing available reports and definition of each item on report.
- Maintain the Automation Reports application by adding and modifying code as new reports are requested and modify.
- Maintain views on commonly requested data subsets such as active children/families, waitlist children families, partial applications, active providers, etc.
- Create and modify stored procedures as needed in AIS database.
- Fulfill state requests for ad hoc reports.
- Maintain website for intake agents and State staff to access for published reports organized by county, region and state level reports.

F. DATA CHANGE REQUESTS

- Change data as requested by State (or end-user with State approval)
- Forward data change requests submitted by intake agents to appropriate State personnel for approval.
- Upon State approval of request, a Data Change Requests Form is completed and filed.
- Log and track all requests.
- Verify that requests comply with Indiana CCDF Policies and Procedures manual.
- Data is updated by appropriate software support individual.
- Supply State with statistics on data changes.

G. ELIGIBILITY POLICY AND PROCEDURE QUALITY ASSURANCE

- Maintain Quality Assurance practices to ensure that data entered into AIS is in compliance with State requirements and with 45 CFR 98.11 and 45 CFR 98.91 of the Code of Federal Regulations.
- Regularly produce automated and ad hoc reports that reflect the quality of the efforts of
 intake agents. Based on the results and analysis of these reports, initiate reports or
 create automated 'watches' as necessary. Notify intake agents as action needed.
- Conduct bi-weekly conference calls with each county agent. Review Quality Assurance reports with each county. Follow up on issues from previous call. Provide summary reports of conference calls to agent and appropriate State personnel.
- Document user issues reported daily and their resolutions.
- Monitor all requests daily on unresolved and pending issues.
- Forward issues to the appropriate AIS personnel. Forward issues requiring State approval to the appropriate individual(s) as well. Document the routing of issues.
- Once an issue is resolved, notify the agent and related parties.

H. CRO RECONCILIATION

- Balance processed payment files received from CRO and be able to assist in reconciliation of any differences that arise due to system processes or manual processes.
- Run process to collect data daily from CRO on payments made to child care providers as well as any exception reports.
- Run reports daily, weekly, and yearly to account for and reconcile all processed files.
 Notify state of all reconciliation issues discovered in routine reports.
- Work with internal and external auditors to insure accuracy of systems and payments for protection of State funding.

I. BUDGET/ALLOCATIONS MANAGEMENT-

- Manage statewide direct service allocations and provide reports to State personnel on obligations/utilization weekly amounts.
- Manage Allocations report for State personnel on weekly basis to indicate utilization of direct service funds by county. Report should make projections on utilization for remainder of fiscal year and incorporate wait list counts.
- Manage amounts allocated to each county for direct service funding.
- Manage funds applied toward TANF families as directed by State.
- Manage funds applied toward wait list families as directed by State.
- Re-allocate funds in a timely manner as directed by authorized State personnel.

J. PROVIDER MAINTENANCE

- Oversee that all licensed and exempt providers are investigated for provider certification prior to input into the CCDF intake system to ensure that only eligible child care providers are available to be selected in the software.
- Review all new provider records received in extracts from Resource and Referral
 system and the Licensing Division to determine whether the provider exists in current
 system or not. Link to previously save record if provider exists, assign Minimum
 standards number in AIS if provider does not already exist in system.
- Maintain software to conduct review of provider records and assign Minimum Standards numbers as needed.
- Ensure receipt of nightly extracts from Resource and Referral and Licensing.
- Report data anomalies in data extract to data source. Monitor resolution.
- Investigate disputes on provider capacity and provider types and document explanation.
- Update location addresses to billing address where different.
- Reconcile provider information with data from CRO vendor.

K. MAINTAIN CENTRALIZED PRINTING SERVICE

- Maintain service for intake agents to print notification letters automatically and coordinate with appropriate State office for mailing.
- Maintain Print Server and laser printer.
- Automatically print 30-day recertification reminders, expired voucher notifications, claim inactivity notices, 10-day notices and pending provider notifications.
- Assist State with coordination of mailing.
- Track print jobs and provide ad hoc reporting as requested.

L. DOCUMENTATION

- Produce clear and complete documentation on Automated Intake System.
- Maintain and distribute software user's manual.
- Distribute release notes with each software update.
- Maintain on-line help documentation.
- Maintain documentation on software support issues.
- Maintain documentation on software enhancements and bug fixes.
- Maintain documentation on Quality Assurance initiative (see Section G):
- Maintain documentation on data conversion for each county and CCDF Centers.

M. TRAINING

- Provide intake agents with training to enable them to utilize AIS software effectively
 and in compliance with State requirements. State will provide training site(s) for
 monthly training sessions.
- Provide instruction to intake agents and State personnel on functions of AIS system.
- Users attending classroom training must demonstrate proficiency with AIS through handson accomplishment of routine business activities.
- Develop and implement a web-based training module that enables users to get trained on the AIS program over the web.
- User manual and on-line documentation must be kept current and provide step-by-step instruction on routine business activities.
- · Face to face training of Intake agents and/or state personnel as requested by the state
- Travel will be required as requested by state

N. T-1 Line

 All costs associated with the data transmission T-1 line will be reimbursed dollar for dollar.

O. TELEPHONE, SUPPORT COSTS

- Support costs for telephone, local/long distance in daily operation AIS software and Help Desk Card Swiping
- All costs associated with the phone and support will be reimbursed dollar for dollar

CONTRACT BUDGET (Sections A-O)

- 1. The first thirteen- (15) purchase of services (A O) will be reported on and approved by the Bureau for each monthly billing.
- 2. See attach budget for monthly costs.

All Software rights and equipment belong to the State of Indiana

Technical Requirements/Specifications (As Supplied by the State)

To adequately run the Automated Intake system, the state will provide the following hardware and peripherals (All shall remain property of the state):

Client Software:

Mozilla/4.0 compatible

Internet Explorer 5.x

Netscape 6.0

JavaScript support

Java JRE 1.3.1 + plugin [http://java.sun.com/j2se/1.3/jre/download-windows.html]

MS Office Software (Word, Excel) n licenses (where n = the number of users)

Anti-Virus software for each computer system and laptop.

Client/Server Hardware/Software

Server

Pentium 400 MHz processor or faster

128 megabytes (MB) of RAM (16 MB for each additional user over five)

500 MB hard disk space

Client Computer:

Pentium, 300-MHz processor or faster

128 MB of RAM

CD-ROM

500MB hard disk space for ACCPAC Executive Series programs

Printer

Any HP or HP-compatible laser printer

Optional Hardware

Tape backup system for server machine

Network Operating Systems:

Microsoft Windows NT® Server 4.0 SP5

Novell Netware 5.0

Relational Data Base Management Systems (RDBMS):

Microsoft SQL Server 7 or higher

RDBMS Client Software

Windows 98, Windows NT 4.0 SP5 or Windows 2000 Professional or Windows ME

Developer

PowerBuilder 7.0.2 Optional Software

Microsoft Office 97 or 2000

Microsoft Exchange/Outlook or other MAPI compliant e-mail system (the program links to

Microsoft Exchange for items like PO receipts)—required for E-Commerce

Adobe Acrobat Reader version 4.0 required for viewing Doc

Internet Explorer 5.0 or Netscape

Server Software:

3 Web servers (i.e. MS IIS, etc) Recommendation is Information Services by Microsoft corp.

1 Application Server 2 CPU licenses BEA Weblogic Express.

1Relational database Server (Microsoft SQL Server 2000 or compatible) with license for 200 users.

1 Windows 2000 Sever (5 licenses) Web Server / Administration.

1 Windows 2000 Server for housing the database server.

1 Backup - ARC software.

Anti-Virus software for each computer system and laptop.

Microsoft Visual Basic (3-5 copies)

Forte Java IDE (3-5 copies)

JDBC 2 licenses (if not covered in Application Server license)

Hardware:

- 1 Router Cisco 2600 Series
- 1 VelociRaptor Firewall Server
- 1 Web Server Dell 2 Intel compatible processors with speed of 1GizHz or better.
- 3 Database Servers Dell 4 Intel compatible processors with speed of 1 GHz or better processor.
- I Tape Drive
- 1 T1 Line
- 1 UPS 2 (1/Server)
- 1 32 Port Hub
- 12+ Ethernet Cables
- 20+ Desktop PCs with monitors
- 2+ Laptops with 800Mhz or better
- 2+ Laptop DeskJet/InkJet printers with 800 dpi or better quality
- 1+ Office standard printer/copier to handle large jobs in a reasonable amount of time.
- 2+ Electrical source with locking electrical sockets.

- Provide State with weekly status reports on resource plan, project schedule and project work plans.
- Attend and participate in all meetings related to services requested in this contract. The selected respondent shall prepare materials or briefings for these meetings as requested by the State.
 - Develop and manage a comprehensive approach for handling communications with State staff and other entities as necessary. The communication plan must include, but not be limited to: a plan for generation, documentation, storage, transmission and disposal of all project information.
- Develop and manage a risk management plan to ensure that risks are identified, planned for, analyzed, communicated and acted upon effectively.
- Utilize a change control tracking methodology to implement, document and track changes to services provided.

B. SOFTWARE MAINTENANCE

- Maintain levels of service on AIS as required by BCD and implement enhancements as directed by Software Committee.
- Technical lead will participate in Software Committee meetings and provide feedback on implementation strategies and timelines of enhancements and change requests.
- All requests for software updates from State personnel or intake agents is documented and a Software Change Control Form is completed. These requests are to be addressed at next Software Committee meeting.
- Produce ad-hoc report requests as required by Software Committee.
- · Document bug fixes and enhancements.
- Deployment of new versions of AIS following appropriate sign-off by State.
- Monitor the data to ensure business rules are being fulfilled and enforced by the system.
- Create and maintain login accounts, roles and security levels.
- Maintain an overview of the system architecture and how components are integrated.
- In handling bug fixes, the following steps are required:
 - > Document the defect.
 - > Reproduce the defect in a test environment.
 - Develop a fix for the software to prevent the defect from occurring again.
 - > Review the changes to ensure quality.
 - > Document the changes made.
 - > Create a release note to communicate the change to the users
 - > Compile the change into the next software update.
- Enhancements must adhere to State IT policies, as attached.
- Technical team must be managed by Technical Lead to ensure progress of development, report on status, assign technical team roles, update development schedule, etc.
- Deploy Microsoft SQL Server 2000 database
- Evaluate, review and deploy Microsoft SQL Server 2000 patches
- Schedule and monitor DTS packages and SQL Agent jobs.
- Configure SQL Agent operators and notifications
- Configure and deploy demonstration sites for non-production use. Maintain the data and infrastructure for these demonstration sites.

- Assist with development, maintenance and performance tuning of stored procedures, view, triggers, jobs, packages.
- Manage AIS security.
- Create and maintain updated version of database Entity Relationship Diagram.
- Monitor AIS logs for data anomalies.
- Monitor and maintain nightly file transfers of database backups to State disaster recovery site, of claims file to State payment site and of data extracts to State Federal reporting site.
- Monitor and maintain receipt and processing of data extracts from R&R and Licensing Division.
- Maintain web server to maximize performance and security.
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- Maintain and monitor internet connection via T1 line.

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Client Software:

Mozilla/4.0 compatible

Internet Explorer 5.x

Netscape 6.0

JavaScript support

Java JRE 1.3.1 + plugin [http://java.sun.com/j2se/1.3/jre/download-windows.html]

MS Office Software (Word, Excel) n licenses (where n = the number of users)

Anti-Virus software for each computer system and laptop.

Client/Server Hardware/Software

Server

Pentium 400 MHz processor or faster

128 megabytes (MB) of RAM (16 MB for each additional user over five)

500 MB hard disk space

Client Computer:

Pentium, 300-MHz processor or faster

128 MB of RAM

CD-ROM

500MB hard disk space for ACCPAC Executive Series programs

Printer

Any HP or HP-compatible laser printer

Optional Hardware

Tape backup system for server machine

Network Operating Systems:

Microsoft Windows NT® Server 4.0 SP5

Novell Netware 5.0

Relational Data Base Management Systems (RDBMS):

Microsoft SQL Server 7 or higher

RDBMS Client Software

Windows 98, Windows NT 4.0 SP5 or Windows 2000 Professional or Windows ME

Developer

PowerBuilder 7.0.2 Optional Software

Microsoft Office 97 or 2000

Microsoft Exchange/Outlook or other MAPI compliant e-mail system (the program links to

Microsoft Exchange for items like PO receipts)—required for E-Commerce

Adobe Acrobat Reader version 4.0 required for viewing Doc

Internet Explorer 5.0 or Netscape

Server Software:

3 Web servers (i.e. MS IIS, etc) Recommendation is Information Services by Microsoft corp.

l Application Server 2 CPU licenses BEA Weblogic Express.

1Relational database Server (Microsoft SQL Server 2000 or compatible) with license for 200 users.

1 Windows 2000 Sever (5 licenses) Web Server / Administration.

1 Windows 2000 Server for housing the database server.

1 Backup - ARC software.

Anti-Virus software for each computer system and laptop.

Microsoft Visual Basic (3-5 copies)

Forte Java IDE (3-5 copies)

JDBC 2 licenses (if not covered in Application Server license)

Hardware:

- 1 Router Cisco 2600 Series
- 1 VelociRaptor Firewall Server
- 1 Web Server Dell 2 Intel compatible processors with speed of 1GizHz or better.
- 3 Database Servers Dell 4 Intel compatible processors with speed of 1 GHz or better processor.
- l Tape Drive
- 1 T1 Line
- 1 UPS = 2 (1/Server)
- 1 32 Port Hub
- 12+ Ethernet Cables
- 20+ Desktop PCs with monitors
- 2+ Laptops with 800Mhz or better
- 2+ Laptop DeskJet/InkJet printers with 800 dpi or better quality
- 1+ Office standard printer/copier to handle large jobs in a reasonable amount of time.
- 2+ Electrical source with locking electrical sockets.